

Contract ID#: CQCW03000893

Department: Traffic & Parking Violations
Agency**E-113-16****Contract Details**SERVICE: **Data Processing and Software**NIFS ID # **CLTV16000001**NIFS Entry Date: **03/01/2016**Term: **09/09/2003 to 01/12/2018**

New <input type="checkbox"/> Renewal X
Amendment #15 X
Time Extension <input type="checkbox"/>
Addl. Funds <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES#

1) Mandated Program:	Yes <input type="checkbox"/>	No X
2) Comptroller Approval Form Attached:	Yes X	No <input type="checkbox"/>
3) CSEA Agmt. § 32 Compliance Attached:	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input type="checkbox"/>	No <input type="checkbox"/>
5) Insurance Required	Yes X	No <input type="checkbox"/>

Agency Information

Vendor	
Name Quest Computer Products	Vendor ID# 561853189
Address 807 Westbourne Grove Ct. Colfax, NC 27235	Contact Person Peter Inglis Phone (919) 644-6593

County Department
Department Contact John G. Marks
Address 16 Cooper Street, Hempstead, NY 11550
Phone 516-572-2654

Routing Slip

	DEPARTMENT	Internal Verification	DATE App'd & Filed	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head)	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	3/3/16 <i>[Signature]</i>	
3/4/16	OMB	NIFS Approval	<input checked="" type="checkbox"/>	3/4/16 <i>William Cote</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
4/21/16	County Attorney	CA RE & Insurance Verification	<input checked="" type="checkbox"/>	4/21/16 <i>G. Amato</i>	
4/25/16	County Attorney	CA Approval as to form	<input checked="" type="checkbox"/>	4/25/16 <i>Paul P. DeLong</i>	
	Legislative Affairs	Fw'd Original Contract to CA	<input type="checkbox"/>		
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>		<input type="checkbox"/>		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	County Attorney	NIFS Approval	<input type="checkbox"/>		
	Comptroller	NIFS Approval	<input type="checkbox"/>		
	County Executive	Notarization Filed with Clerk of the Leg.	<input type="checkbox"/> <input type="checkbox"/>		
	Chief Deputy County Executive		<input type="checkbox"/>		
5/4/16	Deputy County Executive		<input type="checkbox"/>	5/4/16 <i>[Signature]</i>	

Contract Summary

Description: This Amendment #15 to the original contract, fully executed on 09/29/2003, is to extend the term to January 12, 2018 with the option to renew for five one-year periods..
Purpose: The Contractor provides professional data processing and related engineering services and software enhancements as determined by TPVA for the software product of CompuCourt, as more fully described in the Contract "scope of services".
Method of Procurement: Contractor was originally selected as a result of a request for Proposal to develop, install and maintain a computer software package for the electronic tracking of parking and traffic tickets processed by TPVA. This includes interfacing with NYSDMV, TRACS, and our Third Party Vendors collection systems as well as tracking payment processing.
Procurement History: This is a proprietary software system and contractor is the sole source vendor. This amendment will enable TPVA to maintain coverage as modifications and enhancements are required.
Description of General Provisions: The services to be provided by the Contractor under the agreement may include, but are not limited to, professional data processing and related engineering services and software enhancements services (hereinafter "Services") as determined by TPVA for the software product "CompuCourt" (hereinafter "Software"), which Software has been installed by the Contractor.
Impact on Funding / Price Analysis: No impact on funding at this time.
Change in Contract from Prior Procurement: None.
Recommendation: Approve as Submitted

Advisement Information

BUDGET CODES	
Fund:	Gen
Control:	TV
Resp:	1000
Object:	DE
Transaction:	CL

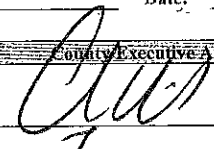
RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$ 0.01
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$ 0.01

LINE	INDEX/OBJECT CODE	AMOUNT
1	TVGEN1000DE505	\$ 0.01
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$ 0.01

Document Prepared By: Irene M. Higgins

Date: 03/01/2016

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name: 
Name	Name	Date: 3/1/16
Date	Date	(For Office Use Only)
		E #:



Nassau County Interim Finance Authority

Contract Approval Request Form (As of January 1, 2015)

1. Vendor: QUEST COMPUTER PRODUCTS, INC (AMEND #15- CLTV16000001)

2. Dollar amount requiring NIFA approval: \$ 00.00

Amount to be encumbered: \$ 00.00

This is a ☐ New Contract ☐ Advisement ☒ Amendment

If new contract - \$ amount should be full amount of contract

If advisement - NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA

If amendment - \$ amount should be full amount of amendment only

3. Contract Term: 9/9/03-1/13/16

Has work or services on this contract commenced? ☒ Yes ☐ No

If yes, please explain: Existing contract.

4. Funding Source:

☒ General Fund (GEN) ☐ Grant Fund (GRT)
☒ Capital Improvement Fund (CAP) Federal % ☐
☐ Other State % ☐
County % ☐

Is the cash available for the full amount of the contract? ☒ Yes ☐ No

If not, will it require a future borrowing? ☐ Yes ☐ No

Has the County Legislature approved the borrowing? ☒ Yes ☐ No ☐ N/A

Has NIFA approved the borrowing for this contract? ☒ Yes ☐ No ☐ N/A

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

This Amendment is to extend the original contract with Quest Computer Products, Inc. This is a proprietary software system and contractor is the sole source vendor. Contractor performs modifications and enhancements to our CompuCourt software system.

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form ☒ Yes ☐ No ☐ N/A
Nassau County Committee and/or Legislature ☐ Yes ☐ No ☐ N/A

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

CQCW03000893 - \$75,000.00 encumbered in 2015.

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

Roseann Allen
Signature

Title

3/8/16
Date

Print Name

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

☐ I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

☐ I certify that the bonding for this contract has been approved by NIFA.

☐ Budget is available and funds have been encumbered but the project requires NIFA bonding authorization

Signature

Title

Date

Print Name

NIFA

Amount being approved by NIFA: _____

Signature

Title

Date

Print Name

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

George Maragos
Comptroller



OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTORNAME: QUEST COMPUTER PRODUCTS

CONTRACTORADDRESS: 807 WestbourneGroveCt., Colfax, NC27235

FEDERAL TAX ID #: 561853189

Instructions: Please check the appropriate box ("☐") after one of the following roman numerals, and provide all the requested information.

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.

The Contract was entered into after a written request for proposals was issued on _____. Potential proposers were made aware of the availability of the RFP by _____ and by publication on the County procurement website. Proposals were due on _____. _____ were received and evaluated. The evaluation committee consisted of: _____. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

III. X This is a renewal, extension or amendment of an existing contract.

The contract was originally executed by Nassau County on September 29, 2003. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after _____

[describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

- ☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**
- ☐ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

- ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. _____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

- ☐ **D.** Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

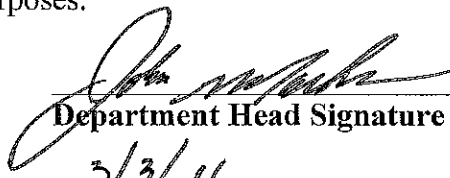
VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

VIII. ☐ Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

IX. ☐ Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to the contract being submitted to the Comptroller.

X. X Vendor will not require any sub-contractors.

In addition, if this is a contract with an individual or with an entity that has only one or two employees: ☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.


Department Head Signature
3/3/16
Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

Compt. form Pers./Prof. Services Contracts: Rev. 3 09/15



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

NO CONTRIBUTIONS

2. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Vendor: Quest Computer Products, Inc

Dated: 3/31/16

Signed: Peter L. Inglis

Print Name: Peter L. Inglis

Title: President



COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name, address and telephone number of lobbyist(s)/lobbying organization. The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

none

never used or even spoke to a lobbyist

2. List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

N/A

3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:

N/A

4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. See page 4 for a complete description of lobbying activities.

N/A

5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:

N/A

6. If such lobbyist is retained or employed pursuant to a written agreement of retainer or employment, you must attach a copy of such document; and if agreement of retainer or employment is oral, attach a written statement of the substance thereof. If the written agreement of retainer or employment does not contain a signed authorization from the client by whom you have been authorized to lobby, separately attach such a written authorization from the client.

7. Has the lobbyist/lobbying organization or any of its corporate officers provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

N/A

I understand that copies of this form will be sent to the Nassau County Department of Information Technology ("IT") to be posted on the County's website.

I also understand that upon termination of retainer, employment or designation I must give written notice to the County Attorney within thirty (30) days of termination.

VERIFICATION: The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees listed above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: 3/31/16

Signed:

Peter L. Ingulli

Print Name:

Peter L. Ingulli

Title:

President

* CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: QUEST Computer Products, Inc
Address: 807 WESTBOURNE Grove Ct.
City, State and Zip Code: COLFAX, NC. 27235
2. Entity's Vendor Identification Number: _____
3. Type of Business: _____ Public Corp _____ Partnership _____ Joint Venture
_____ Ltd. Liability Co _____ Closely Held Corp _____ S-CORP _____ Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

PETER INGLIS

807 WESTBOURNE Grove Ct.

COLFAX, NC 27235

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

PETER INGLIS

807 WESTBOURNE Grove Ct.

COLFAX, NC 27235

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

SURECOUNT, LLC

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contract:

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 2/26/2016

Signed: Peter Inquis

Print Name: Peter Inquis

Title: PRESIDENT

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Peter L. Inuit
Date of birth [REDACTED]
Home address [REDACTED]
City/state/zip [REDACTED]
Business address Same
City/state/zip _____
Telephone _____
Other present address(es) _____
City/state/zip _____
Telephone [REDACTED]
List of other addresses and telephone numbers attached _____
2. Positions held in submitting business and starting date of each (check all applicable)
President 4/1/85 Treasurer _____
Chairman of Board _____ Shareholder _____
Chief Exec. Officer _____ Secretary _____
Chief Financial Officer _____ Partner _____
Vice President _____
(Other) _____
3. Do you have an equity interest in the business submitting the questionnaire?
YES ☒ NO ☐ If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ☐ NO ☒ If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ☐ NO ☒
If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ___ NO ☒
 If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

- a. Been debarred by any government agency from entering into contracts with that agency? YES ___ NO ☒ If Yes, provide details for each such instance.
- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ___ NO ☒ If Yes, provide details for each such instance.
- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ___ NO ☒ If Yes, provide details for each such instance.
- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ___ NO ☒ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If "Yes", provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

- a) Is there any felony charge pending against you? YES ___ NO ☒ If Yes, provide details for each such charge.
- b) Is there any misdemeanor charge pending against you? YES ___ NO ☒ If Yes, provide details for each such charge.
- c) Is there any administrative charge pending against you? YES ___ NO ☒ If Yes, provide details for each such charge.
- d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ___ NO ☒ If Yes, provide details for each such conviction.

- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ☐ NO ☒ If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ☐ NO ☒ If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ☐ NO ☒ If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ☐ NO ☒ If Yes, provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ☐ NO ☒ If Yes, provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ☐ NO ☒ If Yes, provide details for each such year.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

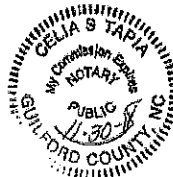
I, Peter L. Inglis, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this

day of

April

2016



Notary Public

Name of submitting business: Quest Computer Products, Inc.

By:

Peter L. Inglis

Print name

Peter L. Inglis

Signature

President

Title

Date

4.11.16

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable," to blanks.

USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 3/31/16

1) Proposer's Legal Name: Quest Computer Products, Inc.

2) Address of Place of Business: 807 Westbourne Grove Ct. Colfax, NC 2723

List all other business addresses used within last five years:

none

3) Mailing Address (if different): _____

Phone: 336-833-3260

Does the business own or rent its facilities? own

4) Dun and Bradstreet number: none

5) Federal I.D. Number: 56-1853189

6) The proposer is a (check one): ☐ Sole Proprietorship ☐ Partnership ☒ Corporation ☐ Other (Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business?

Yes ☐ No ☒ If Yes, please provide details: _____

8) Does this business control one or more other businesses? Yes ☐ No ☒ If Yes, please provide details: _____

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ☐ No ☒ If Yes, provide details. _____

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ☐ No ☒ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). _____

11) Has the proposer, during the past seven years, been declared bankrupt? Yes ☐ No ☒ If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. Yes ☐ No ☒ If Yes, provide details for each such investigation. _____

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ☐ No ☒ If Yes, provide details for each such investigation. _____

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? Yes ☐ No ☒ If Yes, provide details for each such charge. _____

b) Any misdemeanor charge pending? Yes ☐ No ☒ If Yes, provide details for each such charge. _____

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes ☐ No ☒

If Yes, provide details for each such conviction. _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
Yes ___ No ☒ If Yes, provide details for each such conviction. _____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes ___ No ☒ If Yes, provide details for each such occurrence. _____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? Yes ___ No ☒ If Yes, provide details for each such instance. _____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? Yes ___ No ☒ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. **NOTE: If no conflicts exist, please expressly state "No conflict exists."**

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

NO CONFLICT EXISTS

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

NO CONFLICT EXISTS

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

NO CONFLICT EXISTS

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

I CAN'T IMAGINE A SITUATION WHERE A CONFLICT OF INTEREST COULD EXIST

- A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Should the proposer be other than an individual, the Proposal **MUST** include:

- i) Date of formation;
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;
- iii) Name, address and position of all officers and directors of the company;
- iv) State of incorporation (if applicable);
- v) The number of employees in the firm;
- vi) Annual revenue of firm;
- vii) Summary of relevant accomplishments
- viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business. 31

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company Village of Rockville Centre

Contact Person John Peters

Address 110 Maple Ave.

City/State Rockville Centre, NY 11571

Telephone 516-678-9303

Fax# _____

E-Mail Address jpeters@rvny.us

Company GREAT NECK PARK DISTRICT

Contact Person PATRICIA O'BYRNE

Address PO Box 440

City/State GREAT NECK, NY 11022

Telephone 516-482-4500

Fax# 516-482-3503

E-Mail Address ObyrneP@greatneckplaza.net

Company Village of Garden City

Contact Person MARK NATHANSON

Address 351 Stewart Ave

City/State Garden City, NY 11530

Telephone 516-465-1296

Fax# _____

E-Mail Address m.nathanson@gardencityny.net

Quest Computer Products, Inc. was founded in 1985.

Quest specializes in public sector software products.

Quest developed and installed a court software product "CompuCourt" in 1988 at the Village of Garden City, NY.

Since that time multiple villages have employed this same product for court case management.

Quest also supplies property tax software and parking permit software to multiple villages.

Quest was the winning bidder for a court case management system for Nassau County in 1994. A modified version of "CompuCourt" was installed in 1995 and has been operational ever since.

Quest Computer Products, Inc. is a Sub-Chapter S Corporation incorporated in the state of North Carolina.

The only shareholder is Peter Inglis, the president of the company.

The number of employees has ranged from 1 to 4. Peter Inglis is currently the only employee.

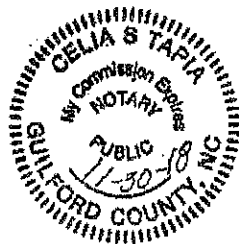
CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Peter L. Ingles, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 1 day of April 2016


Notary Public



Quest Computer Products, Inc
Name of submitting business

Peter L. Ingles
Print name

Peter L. Ingles
Signature

President
Title

4/1/16
Date

NIFS PRODUCTION SYSTEM
CURRENT YR BUDGET & OBLIGATION SUMMARY

03/04/2016

12:24 PM

BALANCE (Y,M,Q,A) : Y
 FISCAL MO/YEAR : 03 2016 MAR 2016
 INDEX : TVGEN1000 TRAFFIC & PARKING VIOLATION AG
 ORGANIZATION :
 CHARAC / OBJECT : X
 FDTP FUND SFND : GF GEN GEN GENERAL FUND
 PROJECT PROJ DTL :
 GRANT GRANT DTL :
 UCODE/ORD#/DRC :

S	OBJECT DESCRIPTION	ORIG BUDGT	CUR BUDGET	CUR OBLIG	CUR BALANCE
BD	FINES & FO	61,849,031	61,849,031	8,878,293	-52,970,738
BF	RENTS & RE	35,000	35,000	3,138	-31,862
	REV TOTAL	61,884,031	61,884,031	8,881,430	-53,002,601
AA	SALARIES,	3,928,770	3,928,770	567,352	3,361,418
BB	EQUIPMENT	9,700	9,700		9,700
DD	GENERAL EX	220,020	220,020	139,201	80,819
DE	CONTRACTUA	9,961,140	9,961,140		9,961,140
F1-HELP	F2-SELECT		F4-PRIOR	F5-NEXT	
F7-PRIOR PG	F8-NEXT PG	F9-LINK			
G014 - RECORD FOUND					

RULES RESOLUTION NO. —2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES
AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON
BEHALF OF THE TRAFFIC & PARKING VIOLATIONS AGENCY,
AND QUEST COMPUTER PRODUCTS, INC.

WHEREAS, the County has negotiated an amendment to a personal services agreement with Quest Computer Products, Inc. (“Quest”) for enhancements and modification services for the Traffic & Parking Violations Agency’s CompuCourt System, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute this amendment to the agreement with Quest.

Amendment #15

THIS AMENDMENT dated as of the date of execution by the County (together with the schedules, appendices, attachments and exhibits, if any, this "Amendment"), is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the County Department of Information Technology, having its principal office at 240 Old Country Road, Mineola, New York 11501 (the "Department"), and (ii) Quest Computer Products, Inc., having its principal office at 807 Westbourne Grove Court, Colfax, North Carolina 27235 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQCW03000893 between the County and the Contractor, executed on behalf of the County on September 29, 2003, (the "Original Agreement") and subsequently amended on August 30, 2004, May 17, 2005, July 7, 2006, April 24, 2007, March 18, 2008, December 15, 2008, August 25, 2009, December 22, 2009, July 20, 2011, October 17, 2012, January 14, 2013, January 13, 2014, May 7, 2014 and June 23, 2015, the Contractor performs certain services for the County in connection with professional data processes, related engineering services and software enhancement services, which services are more fully described in the Original Agreement (the "Services"); and

WHEREAS, the term of the Original Agreement, as amended, was from September 9, 2003 through January 12, 2016, (the "Original Term"); and

WHEREAS, the County and the Contractor desire to extend the Original Agreement in accordance with the terms and conditions set forth herein; and

WHEREAS, the services contemplated by this Amendment are personal services within the context and purview of Section 2206 of the County Government Law of Nassau County.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Term. The Original Term shall be extended until the Completion of Services, as defined in the Statement of Work (the "SOW") Appendix A attached to the Original Agreement and Amendments thereafter, or for a period of two (2) years, whichever is sooner, so that the termination date of the Original Agreement, as amended herein (the "Amended Agreement"), shall be no later than January 12, 2018 (the "Amended Term"), unless terminated sooner in accordance with the provisions of the Original Agreement. The County retains the option, upon expiration of the Amended Term, to renew the Amended Agreement for maintenance and support services on an annual basis for up to five (5) one (1) year periods in accordance with the provisions of the Original Agreement.
2. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended herein shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

IN WITNESS WHEREOF, the Contractor and the County have executed this Amendment as of the date first above written.

QUEST COMPUTER PRODUCTS, INC.

By: Peter L. Inglis

Name: PETER L. INGLIS

Title: President

Date: 1/29/16

NASSAU COUNTY

By: _____

Name: _____

Title: County Executive

☐ Deputy County Executive

Date: _____

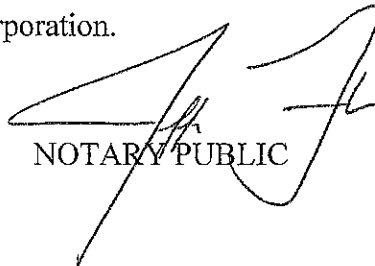
PLEASE EXECUTE IN BLUE INK

STATE OF NORTH CAROLINA

) ss.:

COUNTY OF FORSYTH)

On the 29 day of JANUARY in the year 2016 before me personally came PETER CARSON INGUS to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of [REDACTED]; that he or she is the PRESIDENT of QUEST COMPUTER PRODUCTS, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.


NOTARY PUBLIC



STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU)

On the _____ day of _____ in the year _____ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

*original
contract*

CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of July 14, 2003 (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), between (i) Nassau County, a municipal corporation having its principal office at One West Street, Mineola, New York 11501 (the "County"); acting on behalf of the TRAFFIC AND PARKING VIOLATIONS AGENCY (hereinafter referred to as TPVA), having its principal office at 16 Cooper St., Hempstead, NY 11550, (the "Department"), and (ii) QUEST COMPUTER PRODUCTS, Inc., having its principal office at 410-A Millstone Drive, Hillsborough, North Carolina 27278 (the "Contractor").

WITNESSETH:

WHEREAS, the County desires to hire the Contractor to perform the services described in this Agreement; and

WHEREAS, the Contractor desires to perform the services described in this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence on September 9, 2003, and terminate on August 31, 2004, provided, however, the County may, in its sole discretion, renew this agreement for two additional one year terms.

2. Services. a) The services to be provided by the Contractor under this Agreement may include, but are not limited to, professional data processing and related engineering services and software enhancement services (hereinafter "Services") as determined by the Department for the software product "CompuCourt" (hereinafter "Software"), which Software has been installed by the Contractor. More specifically, Contractor will develop programs for:

- i) The receipt of Internet and telephone credit and debit card payment, debit card payment via point of sale, and Internet access to CompuCourt;
- ii) Continued development of software for the electronic transfer of suspension data between the County and New York State Department of Motor Vehicle. Additionally, if a pilot program with New York State for the issuance of handheld traffic tickets begins during contract term, the development of necessary interface with New York State and the Department;
- iii) Develop new revenue distribution reports for fines associated with handicap violations and scofflaw vehicles;
- iv) Develop automatic refund reporting procedure.

b) Contractor must maintain software, at a minimum, at a revision level that is compatible with the installed host computer hardware and host system's installed operating system release. Contractor shall install updates and/or improvements to the software that will perform as specified and that will not adversely affect performance or functionality of the Software. Contractor must notify the Department in advance of any modifications.

c) County is required to provide a mutually agreed upon means of remote system access, usable by Contractor for problem diagnosis, updates and general support.

d) Contractor shall not be responsible for the amelioration of any problem (i) caused by the County's modification of the Software, provided that such modification was made without the Contractor's approval or (ii) caused by the County's failure to follow documented procedures, which procedures have been provided by the Contractor to the County.

3. Payment. (a) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(b) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim, and no more frequently than once a month by the tenth (10th) of the month.

(c) No Duplication of Payments. Payments for the work to be performed under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County.

(d) Amount of Consideration. The maximum amount to be paid to the Contractor as full consideration for the Contractor's services under this Agreement shall not exceed one hundred thousand dollars (\$100,000) and shall be paid as follows: Contractor shall be reimbursed at the rate of one hundred and sixty five dollars (\$165.00) per hour for programming services.

4. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance With Law. The Contractor shall comply with any and all federal, state and local Laws, including those relating to conflicts of interest, discrimination, and confidentiality, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto. As used in this Agreement the word "Law" means any and all statutes, rules, regulations, orders, ordinances, writs, injunctions, official resolutions, official interpretations, or decrees, as the same may be amended from time to time, enacted, adopted, promulgated, released, or issued, by or on behalf of any government or political subdivision thereof, quasi-governmental authority, court, or official investigative body.

7. Minimum Service Standards. Regardless of whether required by Law: (a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver Services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

(c) The County acknowledges that CompuCourt is a proprietary product and will not demonstrate the product or disclose documentation of functions or procedures unless a written authorization is received from the Contractor.

8. Confidentiality. The Contractor acknowledges and agrees that all information that the Contractor acquires in connection with performance under this Agreement shall be strictly confidential, held in the strictest confidence, used solely for the purpose of performing services to or on behalf of the County, and shall not be disclosed to third parties except (i) as permitted under this Agreement, (ii) with the written consent of the County (and then only to the extent of the consent), or (iii) upon legal compulsion. The County acknowledges that CompuCourt is a proprietary product.

9. Warranty. The Contractor warrants and represents that the Software and any update or enhancement, thereto, (hereinafter "Deliverables") do not infringe upon or constitute a misappropriation of any U.S. copyright, trademark, patent, trade secret or other proprietary right of any third party. In the event of any third party claim against the County in respect of the Deliverables, the Contractor, at its option, may (i) obtain the right to use the Deliverables without obligation on the part of County to the owner of the allegedly infringed intellectual property, (ii) modify the Deliverables, without materially diminishing the functionality or performance, thereof, to become non-infringing at the Contractor's sole expense or (iii) require that the County discontinue the

use of infringing Deliverables and refund to the County all amounts paid to the Contractor in respect of the infringing Deliverable, less a reasonable amount for the use thereof. The actions that the Contractor may take in accordance with the immediately preceding sentence shall not be deemed to limit the County's rights under this Agreement. Notwithstanding the foregoing, the Contractor shall have no liability for any third party claim of infringement based upon: (i) a modified version of any Deliverable, to the extent modifications were made without the Contractor's approval; (ii) the use of the Deliverable in connection with another product or service (the combination of which causes the infringement) if the Contractor did not approve of such use; or (iii) the Contractor's compliance with County's specific instructions.

10. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage.

(b) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverages.

11. Assignment; Amendment; Waiver; Subcontracting. (a) This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

(b) It shall be a condition to the consent of the County Executive to any assignment or subcontract that the Person to or with whom or which such assignment or subcontract is made agrees in writing that, except as provided in the following sentence with respect to amounts payable by the County, such Person shall be bound by the terms and conditions of this Agreement as though an original party hereto. Unless the action being approved is an assignment of every right and obligation of the Contractor under this Agreement (i) the Contractor shall remain responsible for the full performance of its obligations under this Agreement, and (ii) no amounts payable by the County under this Agreement shall be or become payable by the County to any Person other than the Contractor.

12. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By The Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner. Where this Agreement is terminated as provided by this subparagraph, the Contractor shall make available to the County the source code for the purpose of supporting the product. The County may modify the source code as necessary. Nothing herein shall be deemed to be a transfer of ownership of the Contractor's Software.

(c) Contractor Assistance Upon Termination. In connection with the termination or impending termination of this Agreement the Contractor shall, provided termination was not pursuant to subparagraph (a)(i) above, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. Such actions shall include the transfer of the Department's data in the form of "flat files". The provisions of this Section shall survive the termination of this Agreement until such time as all termination related services are completed.

13. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any

other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

14. Limitations on Actions and Special Proceedings Against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

15. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, all claims or actions with respect to this Agreement shall be resolved by the American Arbitration Association located in Nassau County, but if such venue is impossible then in New York City in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

16. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d) (i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

17. All Legal Provisions Deemed Included: Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(a) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(b) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

18. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

19. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supercedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

20. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of two hundred and fifty dollars (\$250.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

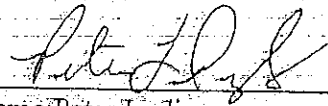
21. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

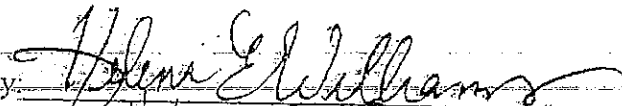
(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the date first above written.

QUEST COMPUTER PRODUCTS, INC.

By: 
Name: Peter Inglis
Title: President
Date: 8/26/03

NASSAU COUNTY

By: 
Name: Helena E. Williams
Title: Deputy County Executive
Date: 9/29/03

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 29 day of Sept in the year 2003 before me personally came Helena E. Williams me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of NASSAU; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

DEBORAH AUSTIN
Notary Public, State of New York
No. 30-4729801
Qualified in Nassau County
Commission Expires Feb. 28, 2007

NORTH CAROLINA

STATE OF ~~NEW YORK~~)

Orange)ss.:

COUNTY OF ~~NASSAU~~)

On the 26 day of August in the year 2003 before me personally came Peter Inglis to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of [REDACTED]; that he or she is the President of Quest Computer Co, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

Macey C Saunders
Expires: Oct. 10, 2006

Amend
#1

AMENDMENT NO. 1

AMENDMENT dated as of July 20, 2004 (together with the appendix and exhibit hereto this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at One West Street, Mineola, New York 11501 (the "County"), acting for and on behalf of the TRAFFIC AND PARKING VIOLATIONS AGENCY, (hereinafter referred to as "PVVA"), having its principal office at 16 Cooper Street, Hempstead, New York 11550, (the "Department"); and (ii) QUEST COMPUTER PRODUCTS, Inc., a corporation having its principal office at 10-A Millstone Drive, Hillsborough, North Carolina 27278 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number COW0300893 between the County and the Contractor, executed on behalf of the County on July 14, 2003 (the "Original Agreement"), the Contractor performed certain services for the County in connection with professional data processes and related engineering services and software enhancement services, as determined by the department for the software product which services are more fully described in the Original Agreement;

WHEREAS, the term of the Original Agreement was from September 9, 2003 to August 31, 2004 ("Original Term");

WHEREAS, the maximum amount that the County agreed to reimburse the Contractor for Services under the Original Agreement, as full compensation for the Services, was One Hundred Thousand Dollars (\$100,000.00); and

WHEREAS, the County and the Contractor desire to extend the Original Term, increase the Maximum Amount and modify the Service;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Term Extension. The Original Term shall be extended by six (6) months so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be March 31, 2005.

2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by One Hundred Twenty Two Thousand Eight Hundred Dollars (\$122,800.00) so that the Maximum Amount that the County shall pay to the Contractor as full consideration for all Services provided under the Amended Agreement shall be Two Hundred Twenty Two Thousand Eight Hundred Dollars (\$222,800.00).

3. ~~Services.~~ The Services contained in the Original Agreement shall be amended to include, without limitation, engineering, software enhancement and consulting services including deliverables necessary to create an interface with the County's government application and to provide the ability for the electronic payment of parking and traffic tickets. These services and deliverables are more fully described in Exhibit A, which is attached hereto.

4. ~~Compliance With Law.~~ (a) The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, discrimination and disclosure of information, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendices U and V attached hereto. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees as the same may be amended from time to time, enacted, or adopted.

5. ~~Full Force and Effect.~~ All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

QUEST COMPUTER PRODUCTS, INC.

By: 

Name: Robert L. Fournelle

Title: President

Date: 7/24/84

NASSAU COUNTY

By: 

Name: _____

Title: Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK

COUNTY OF NASSAU Orange

On the 21 day of April in the year 2004 before me personally came Peter J. Harris to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of [REDACTED] that he or she is the President of West Computer Resources corporation described herein and which executed the above instrument, and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

Jacqui C. Saunders

Expires Oct 10, 2006

STATE OF NEW YORK

-ss.-

COUNTY OF NASSAU

On the 3rd day of August in the year 2004 before me personally came Timothy Driscoll to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Orange; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument, and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

James D. Collins

JAMES D. COLLINS
NOTARY PUBLIC, State of New York
No. 4881903

Qualified in Nassau County
Commission Expires Dec. 29, 2006

12-9-05
RULES RESOLUTION NO. 65-2005

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO
EXECUTE AN AMENDMENT TO A PERSONAL SERVICE AGREEMENT
BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE TRAFFIC
& PARKING VIOLATIONS AGENCY AND QUEST COMPUTER PRODUCTS

Passed by the Rules Committee
Nassau County Legislature

By Voice Vote on 4/18/05

YEAS 7 NAYS 0 ABSTAINED 0 PRECISED 0
Legislators present: 9

WHEREAS, the County has negotiated an amendment to a personal services agreement with Quest Computer Products, Inc. for data processing, engineering and software enhancement services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with Quest Computer Products, Inc.

Amend #2

AMENDMENT NO. 2

AMENDMENT, dated as of March 30, 2004 (together with the Appendix and Exhibit hereto this Amendment), between (i) Nassau County, a municipal corporation having its principal office at One West Street, Mineola, New York 11501 (the "County"), acting for and on behalf of the TRAFFIC AND PARKING VIOLATIONS AGENCY (hereinafter referred to as TPVA) having its principal office at 16 Cooper Street, Hempstead, New York 11550 (the "Department"); and (ii) QUEST COMPUTER PRODUCTS, Inc., a corporation having its principal office at 10-A Millstone Drive, Hillsborough, North Carolina 27278 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number C0CW0306893 between the County and the Contractor, executed on behalf of the County on July 14, 2003 and amended on July 20, 2004 (the "Original Agreement"), the Contractor performs certain services for the County in connection with professional data processes and related engineering services and software enhancement services which services are more fully described in the Original Agreement;

WHEREAS, the term of the Original Agreement was from September 9, 2003 to March 31, 2005 with an option to renew for an additional one year term.

WHEREAS, the maximum amount that the County agreed to reimburse the Contractor for Services under the Original Agreement, as full compensation for the Services, was Two Hundred twenty two thousand Eight Hundred Dollars (\$222,800.00);

WHEREAS, the County and the Contractor desire to renew the Original Agreement by extending the Original Term and increasing the Maximum Amount;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Amendment, the parties agree as follows:


1. Term Extension. The Original Term shall be extended by one year so that the termination date of the Original Agreement as amended by this Amendment (the "Amended Agreement") shall be March 31, 2006.

2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by One Hundred Thousand Dollars (\$100,000.00) so that the Maximum Amount that the County shall pay to the Contractor as full consideration for all Services provided under this Amended Agreement shall be Three Hundred Twenty Two Thousand Eight Hundred Dollars (\$322,800.00) ("Amended Maximum Amount").

IN FULL FORCE AND EFFECT, All the terms and conditions of the Original Agreement and its Amendment not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

IN WITNESS WHEREOF the parties have executed this Amendment as of the date first above written.

QUEST COMPUTER PRODUCTS, INC.

By: 
Name: Peter J. Douglas
Title: President
Date: 4/4/2005

State of New York

SS:

County of Nassau

I, William P. Gaier, Clerk of the Legislature, do hereby certify that the foregoing is a true and correct copy of the original agreement with QUEST COMPUTER PRODUCTS, on behalf of the N.C. Traffic Parking Violations

on file in this office of the Legislature and is of the whole said original.

IN WITNESS WHEREOF I have hereunto set my hand and affixed seal of the Nassau

County Legislature this 23rd day of May 20 05



Clerk, Nassau County Legislature
Nassau County, N.Y.



PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK

(88)

COUNTY OF NASSAU

On the 11 day of March in the year 2005 before me personally came Robert J. [redacted] to me personally known who, being by me duly sworn, did depose and say that he or she resides in the County of [redacted] that he or she is the President of C. E. [redacted], the corporation described herein and which executed the above instrument, and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

DAVID BERG

Notary Public, State of New York

No. 4712967

Qualified in Nassau County

Commission Expires Feb. 28, 2007

STATE OF NEW YORK

(88)

COUNTY OF NASSAU

On the 17 day of May in the year 2005 before me personally came T. Doris [redacted] to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument, and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

JAMES T. COLLINS

NOTARY PUBLIC, State of New York

No. 4881908

Qualified in Nassau County

Commission Expires Dec. 29, 2006

Amend #3

AMENDMENT #3

AMENDMENT, dated as of May 20, 2006 (together with the Appendix and Exhibit hereto, the "Amendment") between (i) Nassau County, a municipal corporation having its principal office at One West Street, Mineola, New York 11501 (the "County"), acting for and on behalf of the TRAFFIC AND PARKING VIOLATIONS AGENCY (hereinafter referred to as TPVA), having its principal office at 16 Cooper Street, Hempstead, New York 11540; (the "Department") and (ii) QUEST COMPUTER PRODUCTS, Inc., a corporation having its principal office at 410 Millstone Drive, Hillsborough, North Carolina 27278 (the "Contractor").

WITNESSETH

WHEREAS, pursuant to County contract number GC/CW0300822 between the County and the Contractor, executed on behalf of the County on July 14, 2003 (the "Original Agreement"); and amended on July 20, 2004 and amended on April 4, 2005, the Contractor performs certain services for the County in connection with professional data processes and related engineering services and software enhancement services which services are more fully described in the Original Agreement.

WHEREAS, the term of the Original Agreement was from September 9, 2003 to March 31, 2005 with the County, in its sole discretion, having an option to renew for two additional one year terms. The County exercised that option on March 30, 2004 for an additional one (1) year term from March 31, 2005 to March 31, 2006. It now wishes to renew for another one (1) year term terminating on March 31, 2007.

WHEREAS, the maximum amount that the County agreed to reimburse the Contractor for Services under the Original Agreement, as full compensation for the Services, was Three Hundred Twenty Two thousand Eight Hundred Dollars (\$322,800.00);

WHEREAS, the County and the Contractor desire to renew the Original Agreement by extending the Original Term and increasing the Maximum Amount;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Term Extension. The Original Term shall be extended by another year so that the termination date of the Original Agreement (as amended by this third Amendment (the "Amended Agreement"), shall be March 31, 2007.

2. Maximum Amount. The Maximum Amount in the Original Agreement and Amendments shall be increased by Seventy-Five Thousand Dollars (\$75,000.00) so that the Maximum Amount that the County shall pay to the Contractor as full consideration for all

services provided under this Amended Agreement shall be the sum of Eighty Seven Thousand Eight Hundred Dollars (\$87,800.00) (Amended Maximum Amount).

3. Entire Agreement - All the terms and conditions of the Original Agreement and its Amendments not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

QUEST COMPUTERS PRODUCTS, INC.

By: [Signature]
Name: Roger Smith
Title: CEO
Date: June 15, 2006

NASSAU COUNTY

By: [Signature]
Name: [Signature]
Title: Deputy County Executive
Date: 7/1/06

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK
COUNTY OF NASSAU

On the 5th day of June, in the year 2006, before me personally came [redacted] to me personally known, who being by me duly sworn, did depose and say that he or she resides in the County of [redacted] that he or she is the President of [redacted] the corporation described herein and which executed the above instrument, and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

[Signature]
NOTARY PUBLIC



Heath Glasgow, Notary Public
Orange County, North Carolina
My Commission Expires 10/10/2009

STATE OF NEW YORK
COUNTY OF NASSAU

On the 7 day of July, in the year 2006, before me personally came [redacted] to me personally known, who being by me duly sworn, did depose and say that he or she resides in the County of Nassau, that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument, and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

[Signature]
NOTARY PUBLIC

JAMES R. COLLINS
NOTARY PUBLIC, State of New York
No. 4381903
Qualified in Nassau County
Commission Expires Dec. 29, 2006

6-14-06
RULES RESOLUTION NO. 11-2006

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO
EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT
BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE TRAFFIC
AND PARKING VIOLATIONS AGENCY AND QUEST COMPUTER PRODUCTS,
INC.

Passed by the Rules Committee
Nassau County Legislature

By Voice Vote on 6-14-06
YEAS 11 NAYS 0
Legislators present: 9

WHEREAS, the County, acting on behalf of the Traffic and Parking Violations Agency, has negotiated an amendment to a personal services agreement with Quest Computer Products, Inc. to provide professional data processes and related engineering services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said amendment to an agreement with Quest Computer Products, Inc.

Amend #4

AMENDMENT #4

AMENDMENT dated as of March 31, 2007 (together with the Appendix and Exhibit hereto, this Amendment) whereby (i) Nassau County, a municipal corporation having its principal office at One West Street, Mineola, New York 11501 (the "County"), acting for and on behalf of the TRAFFIC AND PARKING VIOLATIONS AGENCY (hereinafter referred to as TPVA), having its principal office at 16 Cooper Street, Hempstead, New York 11550 (the "Department") and (ii) QUEST COMPUTER PRODUCTS, Inc., a corporation having its principal office at 410-A Millstone Drive, Hillsborough, North Carolina 27278 (the Contractor).

WITNESSETH

WHEREAS, pursuant to County contract number CQCW03000893 between the County and the Contractor, executed on behalf of the County on July 14, 2003 (the "Original Agreement"), and amended on July 20, 2004, on April 4, 2005 and on May 30, 2006, the Contractor performs certain services for the County in connection with professional data processes and related engineering services and software enhancement services which services are more fully described in the Original Agreement;

WHEREAS, the term of the Original Agreement was from September 9, 2003 to March 31, 2005 with the County, in its sole discretion, having an option to renew for two additional one year terms. The County exercised that option on March 30, 2004, for an additional one (1) year term from March 31, 2005 to March 31, 2006, and for another one (1) year term terminating on March 31, 2007. It has now become necessary to renew for an additional nine (9) months to terminate on December 31, 2007 to bridge the gap in time as a new RFP is being issued.

WHEREAS, the County and the Contractor desire to renew the Original Agreement by extending the Original Term;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Term Extension. The Original Term shall be extended by nine (9) months so that the termination date of the Original Agreement as amended by this Fourth Amendment (the "Amended Agreement"), shall be December 31, 2007.
2. Compliance With Laws. Paragraph 6 of the Original Agreement shall be amended so as to require compliance with Appendix U which is attached to this Amended Agreement.
3. Full Force and Effect. All the terms and conditions of the Original Agreement and its Amendments not expressly amended by this Amendment shall remain in full

to be and to be and to be in the relationship of the parties to the extent of the
Amended Agreement.

IN WITNESS WHEREFORE the parties have executed this Amendment as of the
date first above written.

OLTESI COMPUTER PRODUCTIONS, INC.

By

Name

Peter J. Oltesi

Title

President

Date

5/27/97

NASSAU COUNTY

By

Name

Deputy County Executive

Date

5/27/97

PLEASE EXECUTE IN BLUE INK

North Carolina
(STATE OF NEW YORK)

Orange Co. NY
(COUNTY OF NASSAU)

On the 27th day of March in the year 2007 before me personally
came Robert J. [REDACTED] to me personally known who, being by me duly sworn, did
depose and say that he or she resides in the County of [REDACTED] that he or she is the
President of Qwest Computer Products, Inc. the corporation described
herein and which executed the above instrument, and that he or she signed his or her name
hereto by authority of the board of directors of said corporation.

Victoria B. [REDACTED]
NOTARY PUBLIC Comm. Exp. 08-25-07

STATE OF NEW YORK

NY

COUNTY OF NASSAU

On the 24th day of October in the year 2007 before me personally
came David [REDACTED] to me personally known who, being by me duly sworn, did
depose and say that he or she resides in the County of Nassau, that he or she is a
Deputy County Executive of the County of Nassau, the municipal corporation described
herein and which executed the above instrument, and that he or she signed his or her name
thereto pursuant to Section 205 of the County Government Law of Nassau County.

James D. [REDACTED]
NOTARY PUBLIC

JAMES D. COLLINS
NOTARY PUBLIC, State of New York
No. 4881903
Qualified in Nassau County
Commission Expires Dec. 29, 2010

Amend #5

AMENDMENTAL #5

AMENDMENTAL #5, dated October 2, 2007, (the "Amendment") is made between the County of Orange, New York, a public corporation having its principal office at One West Street, New York, New York 10014 (the "County"), acting by and through its Board of Supervisors and the INFORMATION TECHNOLOGY AGENCY (hereinafter referred to as the "IT Agency"), a public corporation having its principal office at One West Street, New York, New York 10014 (the "IT Agency"), and (B) ROBERT COMPTON PRODUCTIONS, Inc., a corporation having its principal office at 4108 Avenue D, North Carolina 27718 (the "Contractor").

WITNESSETH

WHEREAS, pursuant to County contract number COW0600089, between the County and the Contractor, executed on behalf of the County on September 29, 2006, and amended on August 30, 2007, on May 17, 2008, on July 7, 2008 and on April 24, 2009 (as amended, the "Original Agreement"), the Contractor performs certain services for the County in connection with the County's data processing and information engineering services and software enhancement services which services are more fully described in the Original Agreement (the "Services");

WHEREAS, the term of the Original Agreement was from September 29, 2006 to December 31, 2007 (the "Original Term");

WHEREAS, the County and the Contractor desire to renew the Original Agreement by extending the Original Term so that the Contractor may perform the Services contemplated under the Original Agreement until a new vendor may begin performing such Services; and

WHEREAS, the maximum amount that the County agreed to pay for the Services was Contractor for services under the Original Agreement as full compensation for the Services was Three Hundred Ninety Seven Thousand Eight Hundred Dollars (\$397,800.00) (the "Original Maximum Amount");

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Term Extension. The Original Term shall be extended by one (1) year so that the term of the Original Agreement shall commence September 9, 2008 and shall terminate on or before December 31, 2009 (the "Amended Term"). However, the County may terminate the Original Agreement, as amended by this Amendment, upon thirty (30) days written notice.
2. Maximum Amount. The Original Maximum Amount shall be increased by Fifty Thousand and 00/100 Dollars (\$50,000.00) so that the maximum amount that the County shall pay to the Contractor as full consideration for all Services provided under this the Original Agreement and this Amendment shall be Four Hundred Forty Seven

Phone and E-mail listed and 007100 Dollars (\$71,000.00) (the "Amended Maximum Amount").

(a) Compliance with Law. (a) Compliance. The Contractor shall comply with any and all applicable Federal, State and local Laws, including but not limited to those relating to contracts of interest or information, exchange of information, and general registration in connection with the performance under this Agreement only in the absence of the foregoing, the Contractor is bound by and shall comply with the laws of the County, and in registration protocol. As used in this Agreement the word "Law" includes any and all Federal, State and local laws, ordinances, rules and regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted or adopted.

(b) Nassau County Living Wage Law. Pursuant to L.L. 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County, Etc. the Contractor agrees as follows:

(i) Contractor shall comply with the applicable requirements of the Living Wage Law as amended.

(ii) Failure to comply with the Living Wage Law as amended constitutes a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to object such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) It shall be the continuing obligation of the Contractor to inform the County of any material changes in the content of its specification of compliance and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 16 of the New York State Public Officers Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

4. Entire Contractual Effect. All the terms and conditions of the Original Agreement and its Amendments not expressly amended by this Amendment shall remain in full force and

IN WITNESS WHEREOF, the undersigned have executed this Affidavit and the following
Affidavit.

GREAT COMPUTER PRODUCTS, INC.

Name Peter J. Walsh
Title President
Date 1/11/2008

NASSAU COUNTY

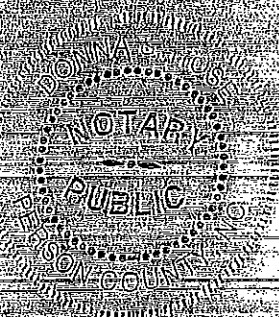
By [Signature]
Name [Signature]
Title Deputy County Executive
Date 1/11/2008

PLEASE EXECUTE IN BLUE INK

North Carolina
STATE OF NORTH CAROLINA
County of Orange
COUNTY OF ORANGE, N.C.

On the 14th day of Feb. in the year 2008, before me personally came
Rita [redacted] to me personally known who, being by me duly sworn, did depose
and say that he or she resides in the County of [redacted] that he or she is a
President of [redacted] the corporation described herein
and which executed the above instrument, and that he or she signed the same by
authority of the Board of Directors of said corporation.

Donna [redacted]
NOTARY PUBLIC



STATE OF NEW YORK
COUNTY OF NASSAU

On the 14th day of March in the year 2008, before me personally came
[redacted] to me personally known who, being by me duly sworn, did depose
and say that he or she resides in the County of Nassau, that he or she is a Deputy
County Executive of the County of Nassau, the municipal corporation described herein and
which executed the above instrument, and that he or she signed his or her name thereto pursuant
to Section 205 of the County Government Law of Nassau County.

Donna J. Callahan
NOTARY PUBLIC
[Signature]

Donna J. Callahan
NOTARY PUBLIC, State of New York
No. 4881903
Qualified in Nassau County
Commission Expires Dec 29, 2010

Appendix 1

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the Law), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

Peter T. ... (Name)

410 A ... (Address)

914-444-593 (Telephone Number)

2. The Contractor agrees to either (a) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 3 of the Law. In the event that the Contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor.

3. In the past five years, Contractor has / has not been found by a court or a government agency to have violated federal, state or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, as set forth below:

In the past five years, no civil or criminal investigation or government action has been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefit, labor relations, or occupational safety and health. If such a proceeding or action or investigation has been commenced, describe below:

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints or noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

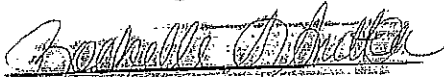
Dated: 11/10/2008

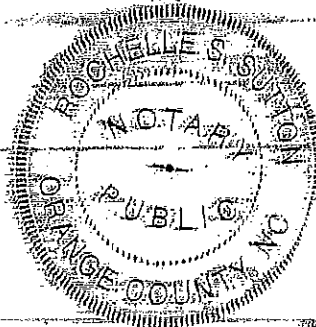

Signature of Chief Executive Officer

Peter L. Ingalls
Name of Chief Executive Officer

Sworn to before me this

10th day of January, 2008.


Notary Public



AMENDMENT # 6

AMENDMENT, dated as of November 24, 2008 (together with the appendix and exhibits hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1515 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the TRAFFIC AND PARKING VIOLATIONS AGENCY, (hereinafter referred to as TPVA), having its principal office at 16 Cooper Street, Hempstead, New York 11550, (the "Department") and (ii) QUEST COMPUTER PRODUCTS, Inc., a corporation having its principal office 410-A Millstone Drive, Hillsborough, North Carolina 27278 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQCW03000893 between the County and the Contractor, executed on behalf of the County on July 14, 2003 and amended on July 20, 2004, on April 4, 2005, and on May 30, 2006, March 31, 2007, and December 28, 2007, ("Original Agreement"), the Contractor performs certain services for the County in connection with professional data processes and related engineering services and software enhancement services which services are more fully described in the Original Agreement.;

WHEREAS, the term of the Original Agreement was from September 9, 2003 to terminate on December 31, 2008(the "Original Term");

WHEREAS; the County and the Contractor desire to extend the Original Agreement in order to assure continued service until a new vendor is in operation;

WHEREAS; the maximum amount that the County agreed to reimburse the Contractor for Services under the Original Agreement, as full compensation for the Services, was Four Hundred, Forty Seven Thousand, Eight Hundred Dollars (\$447,800.00); and

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Term Extension. The Original Term shall be extended by one (1) year so that the termination date of the Original Agreement as amended by this Sixth Amendment (the "Amended Agreement"), shall be on or before December 31, 2009.
2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Seventy Five Thousand Dollars (\$75,000.00) so that the Maximum Amount that the County shall pay to the Contractor as full consideration for all Services provided under this Amended Agreement shall be Five Hundred, Twenty-Two Thousand, Eight Hundred Dollars (\$522,800.00).
3. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

FROM: Quest Computer Products Inc. PHONE NO. : 919 644 6690

DEC-4-2008 18:37 FROM:NCTPUA 516-572-2653

Dec. 04 2008 04:07PM P1
TO:919136446690 P:3/3

DEL-04-2008 13:54

COUNTY ATTORNEY

88580

P.062

IN WITNESS WHEREFORE, the parties have executed this Amendment as of the date
first above written.

QUEST COMPUTER PRODUCTS, INC.

By: Peter Inghis
Name: Peter Inghis
Title: President
Date: _____

NASSAU COUNTY

By: Frank X. R.
Name: Frank X. R.
Title: Deputy County Executive
Date: Dec 15 2008

PLEASE EXECUTE IN BLUE INK

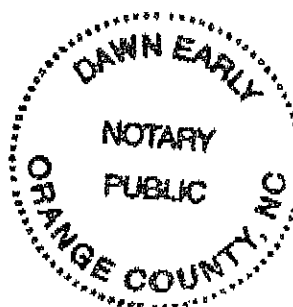
STATE OF NEW YORK)

)ss.:
COUNTY OF NASSAU)

On the 25 day of Nov in the year 2008 before me personally came Peter Inglis to me personally known, who, being by me duly sworn, did depose and say that he, or she resides in the County of [REDACTED]; that he or she is the President of Quest Computer Products the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation. X

Dawn Early
NOTARY PUBLIC

My Commission expires May 22, 2013



STATE OF NEW YORK)

)ss.:
COUNTY OF NASSAU)

On the 15 day of Jan. in the year 2009 before me personally came F.X. Ryan to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

James D. Collins
NOTARY PUBLIC

JAMES D. COLLINS
NOTARY PUBLIC, State of New York
No. 4881903
Qualified in Nassau County
Commission Expires Dec. 29, 2010

AMENDMENT # 7

AMENDMENT, dated as of June 17, 2009 (together with the appendix and exhibits hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1515 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the TRAFFIC AND PARKING VIOLATIONS AGENCY, (hereinafter referred to as TPVA), having its principal office at 16 Cooper Street, Hempstead, New York 11550, (the "Department") and (ii) QUEST COMPUTER PRODUCTS, Inc., a corporation having its principal office 410-A Millstone Drive, Hillsborough, North Carolina 27278 (the "Contractor").

W I T N E S S E T H:

WHEREAS, pursuant to County contract number CQCW03000893 between the County and the Contractor, executed on behalf of the County on September 29, 2003 (the "Original Agreement"), and amended on August 30, 2004, May 17, 2005, July 7, 2006, April 24, 2007, March 18, 2008 and January 15, 2009, the Contractor performs certain services for the County in connection with professional data processes and related engineering services and software enhancement services which services are more fully described in the Original Agreement and Amendments;

WHEREAS; the maximum amount that the County agreed to reimburse the Contractor for Services under the Original Agreement and Prior Amendments, as full compensation for the Services, was Five Hundred, Twenty-Two Thousand, Eight Hundred Dollars (\$522,800.00); and

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Maximum Amount. The Maximum Amount in the Original Agreement and Amendments shall be increased by Fifty Thousand Dollars (\$50,000.00) so that the Maximum Amount that the County shall pay to the Contractor as full consideration for all Services provided under this Amended Agreement shall be Five Hundred, Seventy-Two Thousand, Eight Hundred Dollars (\$572,800.00).
2. Full Force and Effect. All the terms and conditions of the Original Agreement and its Amendments not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

IN WITNESS WHEREFORE, the parties have executed this Amendment as of the date first above written.

QUEST COMPUTER PRODUCTS, INC.

By: Peter Inglis
Name: Peter Inglis
Title: President
Date: 7/2/09

NASSAU COUNTY

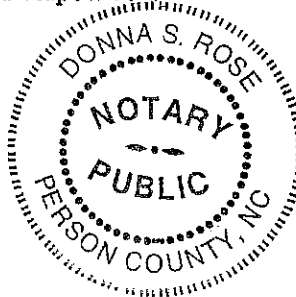
By: Francis X. Ryan
Name: FRANCIS X. RYAN
Title: Deputy County Executive
Date: Sept 25, 2009

PLEASE EXECUTE IN BLUE INK

North Carolina
STATE OF ~~NEW YORK~~) ss:
Orange
COUNTY OF ~~NASSAU~~) ss:

On the 2 day of July in the year 2009 before me personally came Peter Engels to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of [REDACTED]; that he or she is the President of Quest Computer Products, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

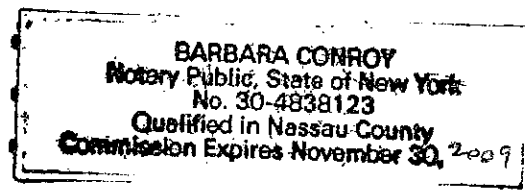
Donna S. Rose
NOTARY PUBLIC



STATE OF NEW YORK)
COUNTY OF NASSAU) ss:
COUNTY OF NASSAU)

On the 25th day of August in the year 2009 before me personally came FRANCIS X. RYAN to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of NASSAU; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

Barbara Conroy
NOTARY PUBLIC



AMENDMENT # 8

AMENDMENT, dated as of November 19, 2009 (together with the appendix and exhibits hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1515 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the TRAFFIC AND PARKING VIOLATIONS AGENCY, (hereinafter referred to as TPVA), having its principal office at 16 Cooper Street, Hempstead, New York 11550, (the "Department") and (ii) QUEST COMPUTER PRODUCTS, Inc., a corporation having its principal office 410-A Millstone Drive, Hillsborough, North Carolina 27278 (the "Contractor").

W I T N E S S E T H:

WHEREAS, pursuant to County contract number CQCW03000893 between the County and the Contractor, executed on behalf of the County on September 29, 2003 (the "Original Agreement"), and amended on August 30, 2004, May 17, 2005, July 7, 2006, April 24, 2007, March 18, 2008, January 15, 2009 and August 25, 2009, the Contractor performs certain services for the County in connection with professional data processes and related engineering services and software enhancement services which services are more fully described in the Original Agreement.;

WHEREAS, the term of the Original Agreement was from September 9, 2003 to August 31, 2004 with the county, in its sole discretion, having an option to renew for two additional one year terms. The county exercised that option on August 30, 2004, for an additional seven (7) month term to March 31, 2005 and for an additional one (1) year term to March 31, 2006 on May 17, 2005; and then again for another one (1) year term terminating on March 31, 2007. Thereafter, it became necessary to renew for an additional nine months terminating on December 31, 2007 and again for another one (1) year term to December 31, 2008 in order to bridge the gap in time as a new RFP was being issued. A proposal has been accepted and negotiations regarding requirements are in process with TPVA, the Information Technology Department and the new vendor; thus it became necessary to renew this contract for an additional year on January 15, 2009, terminating on December 31, 2009. However, although the contract with the vendor, New Dawn has been approved, it is necessary to renew this contract for an additional eighteen months through June 30, 2011, with an option to terminate on thirty (30) days written notice as the new vendor is not in place and without this contract TPVA will be non-operational.

WHEREAS; the County and the Contractor desire to renew the Original Agreement by extending the Original Term to continue to bridge this gap until a new vendor is in operation;

WHEREAS; the maximum amount that the County agreed to reimburse the Contractor for Services under the Original Agreement and Prior Amendments, as full compensation for the Services, was Five Hundred, Thirty-Five Thousand, Forty-Three Dollars and Fifty Cents (\$535,043.50); and

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Term Extension. The Original Term shall be extended by eighteen (18) months so that the termination date of the Original Agreement as amended by this Eighth Amendment (the "Amended Agreement"), shall be on or before June 30, 2011. However, the County may terminate this Agreement on thirty (30) days written notice.
2. Maximum Amount. The Maximum Amount in the Original Agreement and Amendments shall be increased by Seventy-Five Thousand Dollars (\$75,000.00) so that the Maximum Amount that the County shall pay to the Contractor as full consideration for all Services provided under this Amended Agreement shall be Six Hundred, Ten Thousand, Forty-Three Dollars and Fifty Cents (\$610,043.50).
3. Full Force and Effect. All the terms and conditions of the Original Agreement and its Amendments not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

IN WITNESS WHEREFORE, the parties have executed this Amendment as of the date first above written.

QUEST COMPUTER PRODUCTS, INC.

By: Peter Inglis
Name: Peter Inglis
Title: President
Date: 11/19/2009

NASSAU COUNTY

By: Francis X. Rizzo
Name: Francis X. Rizzo
Title: Deputy County Executive
Date: Nov 22, 2009

PLEASE EXECUTE IN BLUE INK

North Carolina
STATE OF ~~NEW YORK~~
Orange)ss.:
COUNTY OF ~~NASSAU~~

On the 19 day of NOV in the year 2009 before me personally came Peter Englis to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of [REDACTED]; that he or she is the President of Quest Computer Prod the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

Frances J. Long
NOTARY PUBLIC
FRANCES J. LONG
NOTARY
PUBLIC
PERSON COUNTY, NC

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 22 day of Dec. in the year 2009 before me personally came FX. Ryan to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

James G. Collins

NOTARY PUBLIC

JAMES G. COLLINS
NOTARY PUBLIC, State of New York
No. 8281903
Notary Public Nassau County, NY
Expires Dec. 29, 2010

AMENDMENT # 9

AMENDMENT, dated as of March 28, 2011 (together with the appendix and exhibits hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1515 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the TRAFFIC AND PARKING VIOLATIONS AGENCY, (hereinafter referred to as TPVA), having its principal office at 16 Cooper Street, Hempstead, New York 11550, (the "Department") and (ii) QUEST COMPUTER PRODUCTS, Inc., a corporation having its principal office 410-A Millstone Drive, Hillsborough, North Carolina 27278 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQCW03000893 between the County and the Contractor, executed on behalf of the County on September 29, 2003 (the "Original Agreement"), and amended on August 30, 2004, May 17, 2005, July 7, 2006, April 24, 2007, March 18, 2008, December 15, 2008, August 25, 2009 and December 22, 2009, the Contractor performs certain services for the County in connection with professional data processes and related engineering services and software enhancement services which services are more fully described in the Original Agreement;

WHEREAS, as amended, the original Agreement is scheduled to expire on June 30, 2011;

WHEREAS; the County and the Contractor desire to renew the Original Agreement by extending the term as an interim measure to bridge the gap until our replacement system, currently being customized, is fully implemented and operational;

WHEREAS; the maximum amount that the County agreed to reimburse the Contractor for Services under the Original Agreement and Prior Amendments, as full compensation for the Services, was Five Hundred, Seventy-Five Thousand, Forty-Three Dollars and Fifty Cents (\$575,043.50); and

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

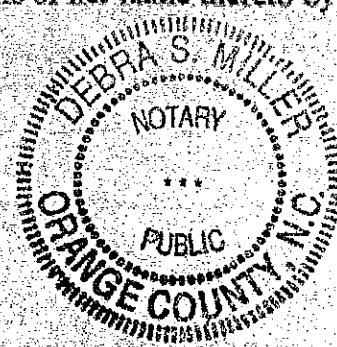
1. Term Extension. The Original Term shall be extended by eighteen (18) months so that the termination date of the Original Agreement as amended by this Ninth Amendment (the "Amended Agreement"), shall be on or before December 31, 2012. However, the County may terminate this Agreement on thirty (30) days written notice.
2. Maximum Amount. The Maximum Amount in the Original Agreement and Amendments shall be increased by Seventy-Five Thousand Dollars (\$75,000.00) so that the Maximum Amount that the County shall pay to the Contractor as full consideration for all Services provided under this Amended Agreement shall be Six Hundred, Fifty Thousand, Forty-Three Dollars and Fifty Cents (\$650,043.50).

NORTH CAROLINA
STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)
ORANGE

On the 29th day of March in the year 2001 before me personally came Peter Ingles to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of [REDACTED] that he or she is the President of Quest Computer Products the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

Debra S. Miller
NOTARY PUBLIC

My Commission expires: April 28 2013



STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 20th day of July in the year 2001 before me personally came Richard B. Walker to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of NASSAU; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

Doreen R. Pennica
NOTARY PUBLIC

DOREEN R. PENNICA
NOTARY PUBLIC
STATE OF NEW YORK
COMMISSION NO. 01PE6170832
EXPIRES 7/23/2015

AMENDMENT # 10

AMENDMENT, dated as of July 13, 2012 (together with the appendix and exhibits hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1515 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the TRAFFIC AND PARKING VIOLATIONS AGENCY, (hereinafter referred to as TPVA), having its principal office at 16 Cooper Street, Hempstead, New York 11550, (the "Department") and (ii) QUEST COMPUTER PRODUCTS, Inc., a corporation having its principal office 807 Westbourne Grove Ct., Colfax, North Carolina 27235 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQCW03000893 between the County and the Contractor, executed on behalf of the County on September 29, 2003 (the "Original Agreement"), and amended on August 30, 2004, May 17, 2005, July 7, 2006, April 24, 2007, March 18, 2008, December 15, 2008, August 25, 2009, December 22, 2009 and July 20, 2011, the Contractor performs certain services for the County in connection with professional data processes and related engineering services and software enhancement services which services are more fully described in the Original Agreement.;

WHEREAS; the maximum amount that the County agreed to reimburse the Contractor for Services under the Original Agreement and Prior Amendments, as full compensation for the Services, was Six Hundred, Fifty Thousand, Forty-Three Dollars and Fifty Cents (\$650,043.50); and

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Maximum Amount. The Maximum Amount in the Original Agreement and Amendments shall be increased by Seventy-Five Thousand Dollars (\$75,000.00) so that the Maximum Amount that the County shall pay to the Contractor as full consideration for all Services provided under this Amended Agreement shall be Seven Hundred, Twenty-Five Thousand, Forty-Three Dollars and Fifty Cents (\$725,043.50).
2. Full Force and Effect. All the terms and conditions of the Original Agreement and its Amendments not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

STATE OF NEW YORK

)ss.:

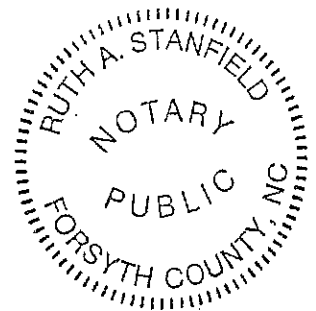
COUNTY OF NASSAU

Forsyth

On the 13th day of July in the year 2012 before me personally came Peter Inalis to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is the President of Quest Computer Products the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

Ruth A. Stanfield
NOTARY PUBLIC

My Commission Expires May 01, 2016



STATE OF NEW YORK

)ss.:

COUNTY OF NASSAU

On the 17 day of OCTOBER in the year 2012 before me personally came Richard R. Walker to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of NASSAU; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

Concetta A. Petrucci

NOTARY PUBLIC

CONCETTA A. PETRUCCI
Notary Public, State of New York
No. 01PE6259026
Qualified in Nassau County
Commission Expires April 02, 2016

AMENDMENT # 11

AMENDMENT, dated as of October 24, 2012 (together with the appendix and exhibits hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1515 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the TRAFFIC AND PARKING VIOLATIONS AGENCY, (hereinafter referred to as TPVA), having its principal office at 16 Cooper Street, Hempstead, New York 11550, (the "Department") and (ii) QUEST COMPUTER PRODUCTS, Inc., a corporation having its principal office at 807 Westbourne Grove Ct., Colfax, North Carolina 27235 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQCW03000893 between the County and the Contractor, executed on behalf of the County on September 29, 2003 (the "Original Agreement"), and amended on August 30, 2004, May 17, 2005, July 7, 2006, April 24, 2007, March 18, 2008, December 15, 2008, August 25, 2009, December 22, 2009, July 20, 2011 and October 20, 2012 the Contractor performs certain services for the County in connection with professional data processes and related engineering services and software enhancement services which services are more fully described in the Original Agreement;

WHEREAS, as amended, the original Agreement is scheduled to expire on December 31, 2012;

WHEREAS; the County and the Contractor desire to renew the Original Agreement by extending the term as a result of the decision to terminate the New Dawn Project (replacement software system), we wish to continue support for this application under the current terms; and

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Term Extension. The Original Term shall be extended by one (1) year so that the termination date of the Original Agreement as amended by this Eleventh Amendment (the "Amended Agreement"), shall be on or before December 31, 2013. However, the County may terminate this Agreement on thirty (30) days written notice.
2. Full Force and Effect. All the terms and conditions of the Original Agreement and its Amendments not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

IN WITNESS WHEREFORE, the parties have executed this Amendment as of the date first above written.

QUEST COMPUTER PRODUCTS, INC.

By: Peter Inglis
Name: Peter Inglis
Title: President
Date: 10/25/12

NASSAU COUNTY

By: Richard R. Walker
Name: Richard R. Walker
Title: County Executive
Date: 1/14/13

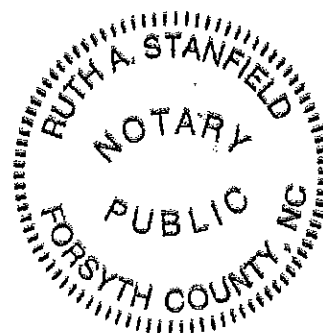
PLEASE EXECUTE IN BLUE INK

STATE OF NC
COUNTY OF Forsyth)ss.:

On the 25th day of October in the year 2012 before me personally came Peter Ingris to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of [REDACTED] that he or she is the President of Quest Computer Products the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

Ruth A. Stanfield
NOTARY PUBLIC

My Commission Expires May 01, 2016



STATE OF NEW YORK)
COUNTY OF NASSAU)ss.:

On the 14 day of January in the year 2012 before me personally came Richard K. Walter to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

Concetta A. Petrucci

NOTARY PUBLIC

CONCETTA A PETRUCCI
Notary Public, State of New York
No. 01PE6259026
Qualified in Nassau County
Commission Expires April 02, 2016

AMENDMENT # 12

THIS AMENDMENT, dated as of August 15, 2013 (together with the schedules, appendices, attachments and exhibits, if any, this "Amendment"), is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Department of Information Technology, having its principal office at 240 Old Country Road, Mineola, New York 11501 (the "Department"), and (ii) Quest Computer Products, Inc. having its principal office at 807 Westbourne Grove Court, Colfax, North Carolina 27235 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQCW03000893 between the County and the Contractor, executed on behalf of the County on September 29, 2003, and subsequently amended on August 30, 2004, May 17, 2005, July 7, 2006, April 24, 2007, March 18, 2008, December 15, 2008, August 25, 2009, December 22, 2009, July 20, 2011, October 17, 2012 and January 14, 2013 (the "Original Agreement"), the Contractor performs certain services for the County in connection with professional data processes, related engineering services and software enhancement services, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement, as amended, is from September 9, 2003 until December 31, 2013 (the "Original Term"); and

WHEREAS, the maximum amount, as amended, that the County agreed to pay the Contractor for Services under the Original Agreement, as full compensation for the Services, was Seven Hundred Twenty Five Thousand Forty-Three and 50/100 Dollars (\$725,043.50) (the "Maximum Amount"); and

WHEREAS, the County and the Contractor desire to amend the Original Agreement; and

WHEREAS, the services contemplated by this Agreement are personal services within the context and purview of Section 2206 of the County Government Law of Nassau County;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Term. The Original Term shall be extended until the Completion of Services, as defined in the Statement of Work (the "SOW") attached hereto as Appendix A, or for a period of two (2) years from the execution of this amendment, whichever is sooner, unless terminated sooner in accordance with the provisions of the Original Agreement. Notwithstanding the foregoing, the County may at its option and in its sole discretion, renew the Agreement for maintenance and support services on an annual basis for up to five (5) one year periods under the same terms and conditions in accordance with the provisions of the Original Agreement and this Amendment (the "Agreement").

2. Services. The services to be provided by the Contractor under this Agreement shall consist of the upgrade, enhancement and red light camera integration of the CompuCourt software (the "System") for the office of the Nassau County Traffic and Parking Violations Agency (TPVA). Such services are more fully described and itemized in the SOW. Such Services shall include deliverables ("Deliverables") as defined in the attached SOW, and shall also include annual maintenance and technical support. The Contractor shall have the right to promptly cure any defects with regard to any Deliverable within a commercially reasonable time to ensure continued and uninterrupted service. This right to cure shall survive the termination of the contract. In the event of a conflict between this Agreement and the SOW, this Agreement shall control. The responsibilities, resources, and Equipment required to support the SOW is attached hereto as Appendix B.

3. Payment. (a) Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by One Million Five Hundred Twenty-Two Thousand Eight Hundred Five and 00/100 Dollars (\$1,522,805.00), so that the maximum amount that the County shall pay the Contractor as full consideration for all Services, inclusive of subsequent optional maintenance and support, provided under this Amended Agreement ("Amended Agreement") shall not exceed Two Million Two Hundred Forty-Seven Thousand Eight Hundred Forty Eight and 50/100 Dollars (\$2,247,848.50) for the term of the Original Agreement (the "Amended Maximum Amount").

(b) Upon the expiration of the Term, this Agreement may be renewed for Maintenance and Support services on an annual basis for up to five (5) one year periods ("Maintenance Period" or "Maintenance Periods"). In the event this Agreement is extended for any Maintenance Period, the encumbrances against the maximum amount will be as follows:

(b) Upon the expiration of the Term, this Agreement may be renewed for Maintenance and Support services on an annual basis for up to five (5) one year periods ("Maintenance Period" or "Maintenance Periods"). In the event this Agreement is extended for any Maintenance Period, the encumbrances against the maximum amount will be as follows:

Annual Maintenance Cost	\$ 127,000.00
Year 1 Encumbrance	\$1,739,848.50
Year 2 Encumbrance	\$1,866,848.50
Year 3 Encumbrance	\$1,993,848.50
Year 4 Encumbrance	\$2,120,848.50
Year 5 Encumbrance	\$2,247,848.50

(c) In the event this Agreement is not renewed for any Maintenance Period, the maximum amount will be capped at One Million Six Hundred Twelve Thousand Eight Hundred Forty-Eight and 50/100 Dollars (\$1,612,848.50)

(c) In the event this Agreement is not renewed for any Maintenance Period, the maximum amount will be capped at One Million Six Hundred Twelve Thousand Eight Hundred Forty-Eight and 50/100 Dollars (\$1,612,848.50)

(d) Schedule of Software License, Maintenance, and Service Fees. The Software License Fees, Maintenance Fees, and Service Fees are itemized as follows:

(i) Software License Fees.

Software License Fee Schedule			
DESCRIPTION	DUE DATE	% OF FEE / FEE DESCRIPTION	LICENSE FEES
OAS Application Server (includes .NET Data Provider, JAVA connectors, SSRS connection) & DesignBais Developer & OAS Application Server	OAS software installation	First 50% of OAS Software License Fee	\$80,000.00
	Delivery and Acceptance of Phase II Deliverables	Second 50% of OAS Software License Fee	\$80,000.00
Total: OAS Software License Fee			\$160,000.00

(ii) Maintenance Fees.

Maintenance Fee Schedule			
DESCRIPTION	DUE DATE	FEE DESCRIPTION	LICENSE FEES
Annual Maintenance & Upgraded CompuCourt Annual Maintenance	Delivery and Acceptance of Phase II Deliverables	OAS Application Server Annual Maintenance	\$32,000.00
	CompuCourt Maintenance will be maintained throughout the project and renewed annually	Upgraded CompuCurt Annual Maintenance	\$95,000.00
Total: Annual Maintenance			\$127,000.00

a. Annual maintenance includes technical support, bug fixes and product releases. Product releases include updates to the products that are made available for general release.

b. CompuCourt maintenance begins on April 1 each year and ends on March 31 of the following year (current CompuCourt maintenance in the amount of \$85,533.87 has already been paid by the County and received by the Contractor pursuant to contract CNTEGST37111 for the period commencing on 04/01/2013 and ends on 03/31/2014).

c. CompuCourt maintenance will be paid out of contract CNTEGST37111 until completion of the services ("Go-Live") defined in the SOW.

d. After Go-Live, the CompuCourt annual maintenance fee will be \$95,000 per year.

e. The OAS Application Server Annual Maintenance may be prorated to co-term with the CompuCourt annual maintenance.

(iii) Service Fees:

CompuCourt Upgrade Deliverables Phase I Service Fee Schedule			
DESCRIPTION	DUE DATE	% OF FEE / FEE DESCRIPTION	LICENSE FEES
CompuCourt Upgrade Phase I	Commencement of Phase I	40% of Service Fees for Phase I	\$50,600.00
	Delivery of Phase I (a working staging mechanism based on the transaction logger file and data loading into Oracle)	30 % of Service Fees for Phase I	\$37,950.00
	Acceptance of Phase I Deliverables by Client	30 % of Service Fees for Phase I	\$37,950.00
	Total: CompuCourt Upgrade Phase I		\$126,500.00

a. CompuCourt Data Conversion to Oracle Server; All data files normalized.

CompuCourt Upgrade Deliverables Phase II Service Fee Schedule			
DESCRIPTION	DUE DATE	% OF FEE / FEE DESCRIPTION	LICENSE FEES
CompuCourt Upgrade Phase II	Commencement of Phase II	25% of Service Fees for Phase II	\$89,375.00
	Delivery of Phase II (all CompuCourt programs converted to OAS / Oracle RDBMS eliminating the need for UniVerse, all CompuCourt legacy screens converted to browser screens & Section I, Phase II Enhancements).	50% of Service Fees for Phase II	\$178,750.00
	Acceptance of Phase II Deliverables by Client	25% of Service Fees for Phase II	\$89,375.00
	Total: CompuCourt Upgrade Phase II		\$357,500.00

a. Re-design and development of CompuCourt to browser screens.

b. CompuCourt Application Programs Conversion to Oracle.

- c. Mixed Currency Enhancement.
- d. System Security Enhancements.

	Total: CompuCourt Upgrade Phases I & II	\$484,000.00
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CompuCourt Enhancement Deliverables Service Fee Schedule			
DESCRIPTION	DUE DATE	% OF FEE / FEE DESCRIPTION	LICENSE FEES
CompuCourt Enhancement Deliverables	Commencement of CompuCourt Enhancement Deliverable SOW	25% of Service Fees	\$51,826.25
	Delivery of CompuCourt Enhancement Deliverables SOW Deliverables	50% of Service Fees	\$103,652.50
	Acceptance by County of CompuCourt Enhancement Deliverables SOW Deliverables	25% of Service Fees	\$51,826.25
	Total: CompuCourt Enhancement Deliverables		\$207,305.00

- a. Listed below is a breakdown of the CompuCourt enhancements and the fee for each:

DESCRIPTION	FEE
Customer Self Service	\$19,200
Default Judgments	\$11,200
Tiered Fines	\$7,200
CompuCourt Reports & Letters Conversions	
• 8 Standard CompuCourt Reports	\$23,480
• CompuCourt Letters	\$12,800
• Batch Letters	\$8,250
Parameter Driven Event	\$4,800
Bar Code on all Letters	\$5,600
Automated Scan & Eliminate Need for Calendar Sheets	\$51,200
Address History	\$12,375
Court Calendars	\$51,200
Total Services for CompuCourt Enhancement Deliverables	\$207,305

Red Light Camera Integration Service Fee Schedule			
DESCRIPTION	DUE DATE	% OF FEE / FEE DESCRIPTION	LICENSE FEES
Red Light Camera Integration	Commencement of Red Light Camera Integration SOW	25% of Service Fees	\$9,125.00
	Delivery of Red Light Camera Integration SOW Deliverables	50% of Service Fees	\$18,250.00
	Acceptance by County of Red Light Camera Integration SOW Deliverables	25% of Service Fees	\$9,125.00
	Total: Red Light Camera Integration		\$36,500.00

Total: All Service Fees (CompuCourt Upgrade Deliverables, CompuCourt Enhancement Deliverables & Red Light Camera Integration)	\$727,805.00
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(e) Encumbrance. The Contractor understands that only Eight Hundred Eighty-Seven Thousand Eight Hundred Five Dollars (\$887,805.00) is encumbered at this time under this Amendment for Services so that the total encumbrance against the Maximum Amount shall be One Million Six Hundred Twelve Thousand Eight Hundred Forty-Eight and 50/100 Dollars (\$1,612,848.50) (the "Amended Encumbered Amount"). The Amended Encumbered Amount shall be paid in accordance with the completion of deliverables as set forth in the SOW attached hereto as Appendix A. The Contractor is cautioned not to perform services that would cause billings to exceed this amount unless additional funds are encumbered pursuant to the Original Agreement. The County shall not be liable for payment of any amounts which have not been encumbered and approved for this agreement by the County Comptroller.

(f) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.

4. Project Managers / Liaisons. Both parties shall assign a staff member to serve as the Project Manager/Liaison, who shall be the primary point of operational contact for this Agreement. The Project Managers will answer technical and analytical questions and will provide all required project approvals within their reasonable control.

5. Staffing and Personnel. The County reserves the right to review and to request changes to the members of the Contractor's staff assigned to deliver Services under this Agreement. The Contractor may reassign staff in the event of a bona fide promotion, illness, family leave, disability, physical incapacitation, termination of employment, inability to perform duties, or other circumstances beyond the Contractor's reasonable control. The County shall have the right, in its absolute discretion, to require the removal of the Contractor's personnel at any level assigned to the performance of the Services or Work, if the County considers such removal necessary, in the best

interests of the project and requests such removal in writing. Such personnel shall be promptly removed from the project by the Contractor at no cost or expense to the County. Further, an employee who is removed from the project for any reason shall not be re-employed on the Project.

6. Financial Deterioration of Vendor. In the event the Contractor, its assignees or successor, at any point during the continued installation and operation of the products acquired under this Agreement, becomes insolvent, ceases to exist as a business entity or for any reason fails to continue to support its proprietary software, the Contractor will (i) make provision for the continued support under the same terms and conditions or (ii) provide the County with the source code and all associated updates, modifications and other materials (including, but not limited to, schematics or flow charts, system documentation, program procedures, build procedures, descriptions of operation, programmer notes, testing data, custom or special compilers) required to understand the design, structure and implementation of the said proprietary software, at no expense to the County.

7. Subcontracting.

(a) Due to the complexity of upgrades and enhancements to the System, the following subcontractors have been pre- approved by the County and shall act as Contractor Agents for the provision of certain Services under this Agreement:

- (i) Onsystem
2002 Summit Blvd
Suite 300
Atlanta, GA 30319

Onsystem—As a Contractor Agent, subcontractor will use the CompuCourt business rules and logic to provide a foundation to upgrade to a commercial web application using the Onsystem Application Server (OAS) suite. Quest uses the Onsystem tools package to extend the multi-value language to run with more current technologies allowing the County's Upgraded CompuCourt application to reside on the County's Oracle system providing full integration to recognized languages such as .NET and JAVA, Business Intelligent tools and other County Oracle and SQL applications.

- (ii) Auctor Corporation
9225 Priority Way West Drive
Suite 390
Indianapolis, IN 46240

Auctor Corporation – As a Contractor Agent, this subcontractor will work under the direction of Quest to assist in the upgrade of CompuCourt program modules to a browser based CompuCourt application that will be converted from the UniVerse legacy environment to the County standard Oracle Relational Database Management System. They will provide application analyst expertise and additional programming resources to Quest.

(b) The Services provided by the Contractor Agents will commence upon execution of this amendment. As Contractor Agents, Onsystem and Auctor Corporation shall be compensated directly by the Contractor.

(c) Notwithstanding the above provision, the Contractor shall not further subcontract any portion of the work without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported subcontracting without such prior written consent shall be null and void.

(d) Contractor is and shall remain primarily liable for the successful completion of all work in accordance with this Agreement. Contractor shall be primarily liable even when using subcontractors, independent contractors, consortiums or partners to perform some or all of the work contemplated by this Agreement, and regardless of whether the use of such partners or subcontractors have been approved.

(e) Nothing contained in this Agreement or otherwise shall create any contractual relation between the County and any subcontractors. Contractor agrees to be as fully responsible to the County for the direct and indirect acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Contractor and shall indemnify and hold harmless the County for any and all acts and / or omissions of their Contractor Agents, subcontractors, independent contractors, consortiums, or partners.

(f) Contractor's obligation to pay its subcontractors is an independent obligation from the County's obligation to make payments to Contractor. As a result, the County shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

(g) The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(h) The Contractor Agents will be required to provide the County with an Owner and Management Disclosure.

8. Inspection of Services. All Services shall be subject to inspection by the County to the extent practicable at any reasonable time and place. Any inspection by the County shall be performed in such a manner as not to unduly delay performance of Services.

9. Protection of Proprietary Information. (a) The parties further acknowledge that in the course of this Agreement each may have access to and/or be in possession of proprietary information of the other party ("Proprietary Information"). Each party agrees to use the Proprietary Information of the other party solely for the purposes of this Agreement, and will not disclose such Proprietary Information to any third party without the other party's consent. Each party shall maintain the Proprietary Information of the other party in confidence using at least the same degree of care as it employs in maintaining in confidence its own proprietary information, but in no event less than a reasonable degree of care. Provided that, the receiving party shall have met the foregoing standard of care.

The foregoing shall not prohibit or limit any party's use of information (including, but not limited to, ideas, concepts, know-how, techniques and methodologies) (i) previously known to it, (ii) independently developed by it, (iii) acquired by it from a third

party without continuing restriction on use, or (iv) which is, or becomes, publicly available through no breach by it of this Agreement. Neither party shall use the Proprietary Information of the other party for its own benefit or for the benefit of any third party, except as expressly permitted in this Agreement. A receiving party also may disclose Proprietary Information to the extent required by an order of a court of competent jurisdiction, administrative agency or governmental body, or by any law, rule or regulation, or by court ordered subpoena, summons or other administrative or legal process, or by applicable regulatory or professional standards, or in connection with any judicial or other proceeding involving Contractor and County relating to Contractor's Services for County or this Agreement.

(b) Non-Disclosure Agreement (NDA). In furtherance of this Section, all Contractor employees shall execute a nondisclosure agreement provided by the Department prior to commencement of work under this Agreement.

10. Warranties. The Contractor hereby warrants the following:

(a) The County shall have the benefit of all manufacturers' standard commercial warranties for individual Deliverables, if any.

(b) Project Personnel. All personnel utilized by the Contractor in connection with fulfilling its obligations pursuant to or arising from this Agreement (the "Project Personnel") shall be employees of the Contractor or, if applicable, the Contractor Agents or Contractor's subcontractor(s), shall be qualified to perform the tasks assigned them, and shall be in compliance with all applicable state, federal, and local laws relating to employees generally, including, without limitation, immigration laws.

(c) Media Defects. The media on which the licensed software is provided shall, at the time of delivery and installation, be free of defects in material and workmanship.

(d) Pass-Through of Warranties. The Contractor hereby passes through the benefits of all third-party warranties that it receives in connection with any product provided to the County.

(e) Free and Clear Title. The Contractor has free and clear title (including all proprietary rights) to any property licensed hereunder (other than embedded third-party software) and that it has the right to license, transfer, or assign any and all software products that are licensed, transferred, or otherwise provided hereunder. The Contractor shall not create or permit the creation of any lien, encumbrance, or security interest in any product sold, rented, leased, or licensed hereunder. The Contractor represents and warrants that, to its knowledge, as advised by counsel, the licensed software, and all related source code and documentation, do not infringe any patent, copyright, trademark, trade secret, or any other intellectual property interest owned or controlled by any other person or third party.

(f) The warranties set forth herein shall survive any termination of this Agreement in accordance with the stated warranty term(s).

11. System License.

(a) Use License. Upon (i) delivery by the Contractor of the System in accordance with this Agreement and (ii) acceptance by the County and payment therefore, the Contractor hereby grants to the County a license to use the System (including, without limitation, all modules delivered and installed by the Contractor, and

accepted and paid for by the County) for the County's internal use, subject to the restrictions on use set forth herein. Upon delivery of all project milestones by the Contractor, and acceptance of all project milestones and payment of all license fees to the Contractor by the County, the Contractor's license granted herein shall be inclusive of all System components and modules as listed in the SOWs, required to be delivered by the Contractor throughout the project.

(b) Restrictions. Unless otherwise expressly set forth in this Agreement or otherwise agreed in writing by the Contractor, the County shall not (i) reverse engineer, de-compile, or disassemble any portion of the software licensed hereunder or (ii) sublicense, transfer, rent, or lease the System, or any part thereof, or its usage.

(c) Copies. The County may make and maintain such copies of the licensed System as is reasonably appropriate for its use of the System and for archival and backup purposes; provided, however, that the County shall retain all proprietary notices, logos, copyright notices, and similar markings on such copies.

(d) Third-Party Software. The license grant set forth in this Section includes the right to use any third-party software whether or not described as part of the System; provided, however, that access to and use of such third-party software shall be according to the terms, conditions, and licenses as are imposed by the manufacturers and/or third-party licensors of such third-party software. All such fees and / or licensing fees for third-party software shall be included in the License Fee. The Contractor shall pass through to the County any and all warranties granted to the Contractor by the owners, licensors, and/or distributors of such third-party software.

12. Acceptance.

If the County reasonably determines that a Deliverable materially fails to meet the specifications and/or other acceptance criteria mutually agreed upon by the parties, the County shall (a) within fifteen (15) business days after the delivery by the Contractor of such Deliverable, notify the Contractor in writing of such failure, and (b) specify in reasonable detail the nature and extent of such failure. Upon receipt of such notice, the Contractor shall make such adjustments, modifications or revisions as are necessary to cause such Deliverable to so meet the specifications and/or other acceptance criteria mutually agreed upon by the parties within fourteen (14) days, and either: (i) in the case of a non-software Deliverable, re-submit such Deliverable to the County for the County's review; or (ii) in the case of a Deliverable that comprises software, notify the County that such Deliverable is ready for re-testing. At such time as such a Deliverable so meets such specifications and/or other acceptance criteria, the County shall issue a writing indicating its acceptance of such Deliverable.

13. Software Escrow Account.

(a) Within thirty (30) days of the execution of this Agreement, the Contractor shall (i) enter into and shall maintain in full force and effect a Source Code Escrow Agreement with an escrow agent ("Escrow Agent"), and (ii) ensure that the decryption key for all source code and related documentation for the System is under escrow deposit pursuant to said escrow agreement. The Contractor shall provide thirty (30) days prior written notice of a change of Contractor's Escrow Agent. The escrow agreement will provide materially the same terms and conditions as follows:

- (i) All source code and related documentation must be encrypted and contained within the system;

- (ii) The decryption key for all source code and related documentation must be held by the Escrow Agent in trust for the County;
- (iii) All updates must be encrypted as they are issued;
- (iv) The Escrow Agent shall verify deposit of the decryption key for the source code and all updates and so notify the County;
- (v) If the Contractor, its assignees or successor (i) becomes insolvent or ceases to exist as a business entity, the County shall have the right to so certify to the Escrow Agent and to direct the Escrow Agent to provide the County with a the decryption key for the source code and commentary for the installed release level of the product utilized by the County. All source code materials granted under this clause shall be maintained subject to the confidentiality provisions of this Agreement and shall be used solely for the internal business purposes of the County. Title to any source code released to the County remains the property of the Contractor.

(b) Release Procedure. Upon the occurrence of all of the circumstances set forth in iv above, the following procedures shall be followed:

- (i) The Licensee ("County") shall provide written notice ("Demand Notice") to both the Escrow Agent and the Licensor ("Contractor"), along with a copy of the Licensee's notice to the Licensor of the failure to perform and cure the specified material breach as required by this Agreement.
- (ii) Upon receipt of a proper Demand Notice, the Licensor has thirty (30) days to make a written objection ("Objection Notice") to the Licensee and the Escrow Agent that states it is the Licensor's good faith belief that all the circumstances stated in this Agreement have not occurred or have been timely cured.
- (iii) If the Escrow Agent receives a proper Objection Notice from the Licensor, then the Confidential Materials will not be released until the Escrow Agent receives either (i) a written agreement signed by the Licensor and Licensee authorizing release or (ii) a court order from a court of competent jurisdiction requiring release. The release shall be in accordance with the written agreement or the court order.

(c) The Contractor certifies that it has deposited the decryption key for all source code and related documentation and hereafter will maintain a current copy of all source code related to the System, including current commentary, within the system and agrees to adhere to the obligations set forth in the agreement between the Escrow Agent and the Contractor as required hereby. It is agreed that the Contractor shall provide to the County all information necessary for the County to comply with registration requirements, if any, of the Escrow Agent.

(d) The Contractor shall pay all fees, expenses and costs, if any, related to the Escrow Agent, account and agreement.

14. Right to Deliverables.

(a) For purposes of this Agreement, (i) "Technology" means works of authorship, materials, information and other intellectual property; (ii) "Contractor Technology" means all Technology created prior to or independently of the performance of the Services, or created by the Contractor or its subcontractors for their use in performing the Services; any modification and enhancements made to the licensed software will be owned by the Licensor, any modifications made to non-licensed software or derivative works not covered by the licensed software will be owned by the County and (iii) "Deliverables" means all Technology that the Contractor or its subcontractors create for delivery to the County as a result of the Services.

(b) Upon full and final payment to the Contractor hereunder, and subject to all other terms and conditions herein, the Contractor hereby (i) assigns to the County all rights in and to the Deliverables, except to the extent they include any Contractor Technology; and (ii) grants to the County the right to use, for the County's internal business purposes, any Contractor Technology included in the Deliverables in connection with its use of the Deliverables.

15. Ownership of Manuals; County Data.

(a) Training Materials; Manuals. All training materials or other manuals developed solely by the Vendor in connection with this Agreement shall be the sole property of the County. All training materials or other manuals developed jointly by the parties shall be owned jointly by the parties, and each party shall be entitled to exercise all rights of ownership of such materials without any duty to account to the other, subject to the confidentiality obligations set forth in this Agreement.

(b) County Data. All County data (including, without limitation, all content in any media or format entered into, stored in, and/or susceptible to retrieval from the County's computer systems) shall remain the property of the County. The Contractor shall not use the County data other than in connection with providing the Services pursuant to and in accordance with this Agreement.

16. Patent/Copyright Claims.

(a) The Contractor shall indemnify and hold the County harmless against any and all liabilities, losses, costs, expenses (including reasonable attorney's fees and disbursements) and damages ("Losses") arising out of or in connection with any claim for any infringement by the Deliverables of any U.S. copyright, trade secrets, trademark or existing U.S. patent rights. As a condition to the foregoing indemnity obligation, the County shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit (ii) the opportunity to take over, settle, defend such action, claim or suit at the Contractor's sole expense and discretion, and (iii) assistance in the defense of any such action at the expense of the Contractor.

(b) In addition to the foregoing, if the use of any Deliverable(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, the Contractor shall have the right, at its own expense and sole discretion to take any of the following actions: (i) to procure for the County the right to continue using such Deliverable(s) or part (s) thereof, as applicable; (ii) to modify the Deliverable so that it becomes non-infringing and of at least equal quality and performance; or (iii) to replace said Deliverable(s) or part(s) thereof, as applicable, with non-infringing Deliverable(s) of

at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the County up to the dollar amount of the aggregate consideration paid to the Contractor under this Agreement for the infringing Deliverable(s).

(c) The provisions of this Section shall survive termination of the Agreement.

17. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than two million dollars (\$2,000,000.00) per claim and four million dollars (\$4,000,000.00) in the aggregate, and (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

18. Indemnification; Defense; Cooperation. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the

same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

19. Change Orders. (a) Change Order Requirement. A Change Order shall be required to authorize an amendment of the Agreement in either scope, term and/or dollar value. A Change Order request shall be initiated by the Contractor or the County. No work requested in the Change Order may be performed until the Change Order is approved by the designated County committee and, if necessary, by the County Legislature.

(b) Contents of Change Order Requests. A separate Change Order Request must be completed for each requested change. The Change Order submitted must clearly state the scope of work requested, the rationale for the change, the responsible parties that will perform the work, a dollar amount of the costs of the request, net agreement impact including the impact on the project schedule, and the appropriate approval signatures. The Change Order Request must also specify any changes to the completion deadlines specified in the attached SOW for each of the milestones specified in that Section.

(c) Change Order Procedure. The County's Project Manager shall be responsible for processing all Change Order Requests. The time for review and designation of the Change Order Request as either accepted or rejected shall not exceed fifteen (15) days for either the County or the Contractor, unless an extension on time is mutually agreed upon by the parties.

(d) The Contractor's Project Manager shall be responsible for including all pricing and schedule impact information in every Change Order Request. The Contractor shall be responsible for maintaining documented amendments denoting any changes agreed upon with the County.

(e) Contract Change Order Designated County Committee Approval. All Change Order requests must be approved in writing by all members of the designated County committee.

(f) Legislative Approval. Any Change Order Request that either: (i) increases the total amount payable under this Agreement; or (ii) that extends the duration of the Agreement longer than one (1) year shall be subject to approval by the Nassau County Legislature.

20. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

21. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

22. Force Majeure. Neither party shall be liable for failure to fulfill its obligations under this Agreement if that failure is caused, directly or indirectly, by flood, communications failure, extreme weather, fire, mud slide, earthquake, or other natural calamity or act of God, interruption in water, electricity, riots, civil disorders, rebellions or revolutions, acts of governmental agencies, quarantines, embargoes, malicious acts of third parties, acts of terrorism, labor disputes affecting vendors, contractors or subcontractors and for which the party claiming force majeure is not responsible, or any other similar cause beyond the reasonable control of that party.

23. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the remainder of the Amended Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Contractor and the County have executed this Amendment as of the date first above written.

QUEST COMPUTER PRODUCTS, INC.

By: Pete Inglis

Name: PETER INGLIS

Title: President

Date: 8/12/13

NASSAU COUNTY

By: [Signature]

Name: Richard R. Walker

Title: Deputy County Executive

Date: 11/13/14

PLEASE EXECUTE IN BLUE INK

STATE OF NORTH CAROLINA)

) ss.

COUNTY OF FORSYTH)

On the 12 day of August in the year 2013 before me personally came Peter Inglis to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of [REDACTED]; that he or she is the President of Quest Computer Products, Inc. the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

Cristina Gole Not. 26, 2017
NOTARY PUBLIC

STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU)

On the 13 day of January in the year 2014 before me personally came Richard R. Walker to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

Concetta A. Petrucci
NOTARY PUBLIC

CONCETTA A. PETRUCCI
Notary Public, State of New York
No. 01870648026
Qualified in Nassau County
Commission Expires April 02, 2016

AMENDMENT # 13

AMENDMENT, dated as of February 26, 2014 (together with the appendix and exhibits hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1515 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the TRAFFIC AND PARKING VIOLATIONS AGENCY, (hereinafter referred to as TPVA), having its principal office at 16 Cooper Street, Hempstead, New York 11550, (the "Department") and (ii) QUEST COMPUTER PRODUCTS, Inc., a corporation having its principal office 807 Westbourne Grove Ct., Colfax, North Carolina 27235 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQCW03000893 between the County and the Contractor, executed on behalf of the County on September 29, 2003 (the "Original Agreement"), and amended on August 30, 2004, May 17, 2005, July 7, 2006, April 24, 2007, March 18, 2008, December 15, 2008, August 25, 2009, December 22, 2009, July 20, 2011, October 17, 2012, January 14, 2013 and January 13, 2014 the Contractor performs certain services for the County in connection with professional data processes and related engineering services and software enhancement services which services are more fully described in the Original Agreement.;

WHEREAS; the maximum amount that the County agreed to reimburse the Contractor for Services under the Original Agreement and Prior Amendments, as full compensation for the Services, was Two Million Two Hundred Forty-Seven Thousand Eight Hundred Forty Eight and 50/100 Dollars (\$2,247,848.50) (the "Maximum Amount"); and

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Maximum Amount. The Maximum Amount in the Original Agreement and Amendments shall be increased by Seventy-Five Thousand Dollars (\$75,000.00) so that the Maximum Amount that the County shall pay to the Contractor as full consideration for all Services provided under this Amended Agreement shall not exceed Two Million Three Hundred Twenty-Two Thousand Eight Hundred Forty Eight and 50/100 Dollars (\$2,322,848.50). ✓
2. Full Force and Effect. All the terms and conditions of the Original Agreement and its Amendments not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

IN WITNESS WHEREFORE, the parties have executed this Amendment as of the date first above written.

QUEST COMPUTER PRODUCTS, INC.

By: Peter Inglis
Name: Peter Inglis
Title: President
Date: 2/27/14

NASSAU COUNTY

By: Richard R. Walker
Name: Richard R. Walker
Title: Chief Deputy County Executive
Date: 5/7/14

PLEASE EXECUTE IN BLUE INK

STATE OF NORTH CAROLINA)

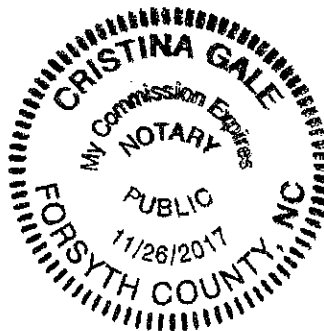
)ss.:

COUNTY OF GUILFORD)

Forsyth

On the 27 day of February in the year 2014 before me personally came Peter Haglis to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of [REDACTED]; that he or she is the President of Quest Computer Products, Inc., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

Cristina Gale
NOTARY PUBLIC



STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 7 day of May in the year 2014 before me personally came Richard R. Walker to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

Concetta A. Petrucci

NOTARY PUBLIC

CONCETTA A PETRUCCI
Notary Public, State of New York
No. 01FE0253028
Qualified in Nassau County
Commission Expires April 02, 2016

AMENDMENT # 14

AMENDMENT, dated as of January 30, 2015 (together with the appendix and exhibits hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1515 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the TRAFFIC AND PARKING VIOLATIONS AGENCY, (hereinafter referred to as TPVA), having its principal office at 16 Cooper Street, Hempstead, New York 11550, (the "Department") and (ii) QUEST COMPUTER PRODUCTS, Inc., a corporation having its principal office 807 Westbourne Grove Ct., Colfax, North Carolina 27235 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQCW03000893 between the County and the Contractor, executed on behalf of the County on September 29, 2003 (the "Original Agreement"), and amended on August 30, 2004, May 17, 2005, July 7, 2006, April 24, 2007, March 18, 2008, December 15, 2008, August 25, 2009, December 22, 2009, July 20, 2011, October 17, 2012, January 14, 2013, January 13, 2014 and May 7, 2014 the Contractor performs certain services for the County in connection with professional data processes and related engineering services and software enhancement services which services are more fully described in the Original Agreement.;

WHEREAS; the maximum amount that the County agreed to reimburse the Contractor for Services under the Original Agreement and Prior Amendments, as full compensation for the Services, was Two Million Two Hundred Forty-Seven Thousand Eight Hundred Forty- Eight and 50/100 Dollars (\$2,322,848.50) (the "Maximum Amount"); and

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Maximum Amount. The Maximum Amount in the Original Agreement and Amendments shall be increased by Seventy-Five Thousand Dollars (\$75,000.00) so that the Maximum Amount that the County shall pay to the Contractor as full consideration for all Services provided under this Amended Agreement shall not exceed Two Million Three Hundred Ninety-Seven Thousand Eight Hundred Forty-Eight and 50/100 Dollars (\$2,397,848.50).
2. Full Force and Effect. All the terms and conditions of the Original Agreement and its Amendments not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

IN WITNESS WHEREFORE, the parties have executed this Amendment as of the date first above written.

QUEST COMPUTER PRODUCTS, INC.

By: Peter Inglis
Name: Peter Inglis
Title: PRESIDENT
Date: 2/3/15

NASSAU COUNTY

By: Charly Robinson
Name: Charly Robinson
Title: County Executive Dep
Date: 6/27/15

PLEASE EXECUTE IN BLUE INK

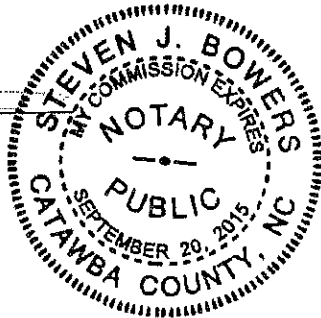
STATE OF NORTH CAROLINA)

)ss.:

COUNTY OF GUILFORD)

On the 30th day of February in the year 2015 before me personally came Peter Larson Inglis to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of [REDACTED]; that he or she is the President of Guest Computer products, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.


NOTARY PUBLIC

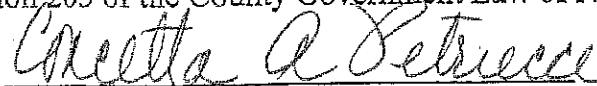


STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 23 day of June in the year 2015 before me personally came Charles Ribardo to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.



NOTARY PUBLIC

CONCETTA A PETRUCCI
Notary Public, State of New York
No. 01PE3259026
Qualified in Nassau County
Commission Expires April 02, 2016

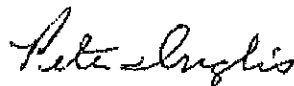
Quest Computer Products, Inc.
807 Westbourne Grove Ct.
Colfax, NC 27235

January 29, 2016

Mary Mahoney
Nassau County Information Technologies
240 Old Country Road
Mineola, NY 11501

Peter Inglis is the sole owner and only officer of Quest Computer Products, Inc. A subchapter S Corporation registered in the state of North Carolina under Federal I.D. number 56-1853189. Quest Computer Products, Inc. has been a supplier of public sector software since 1985.

Peter Inglis,

A handwritten signature in cursive script that reads "Peter Inglis".

President,
Quest Computer Products, Inc.